

REDEVELOPMENT AGREEMENT

By and between the

TOWN OF WESTFIELD

and

610 NORTH LLC

Dated: 07/01, 2021

THIS REDEVELOPMENT AGREEMENT ("**Redevelopment Agreement**" or "**Agreement**") is made this _____ day of September, 2021 (the "**Effective Date**"), by and between the **TOWN OF WESTFIELD**, a municipal corporation and political subdivision of the State of New Jersey, having its offices at 425 East Broad Street, Westfield, New Jersey 07090 (the "**Town**"), **610 NORTH LLC**, a New Jersey limited liability company, having its offices at 433 North Avenue East, Westfield, New Jersey 07090, and having a mailing address at P.O. Box 160, Westfield, New Jersey 07090 (together with permitted successors or assigns as hereinafter provided, the "**Redeveloper**"). The Town and the Redeveloper shall be referred to herein each as a "**Party**" and together as the "**Parties**".

RECITALS

A. The Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the "**Redevelopment Law**"), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as being in need of redevelopment.

B. Pursuant to the Redevelopment Law, on October 13, 2020, the Mayor and Council of the Town (the "**Governing Body**") adopted Resolution Number 225-2020, declaring that the entirety of the Town met the statutory criteria for designation as an area in need of rehabilitation and designating all parcels within the Town as an area in need of rehabilitation (the "**Rehabilitation Area**").

C. Included within the Rehabilitation Area is Block 3305, Lot 4, as shown on the official tax maps of the Town, known commonly as 608-612 North Avenue East (the "**Project Area**").

D. The Town retained the professional planning services of Topology which has prepared a redevelopment plan for the Project Area dated June 24, 2021, entitled the "*Handler Redevelopment Plan*," a copy of which is on file with the Town Clerk (the "**Redevelopment Plan**").

E. On July 13, 2021, following a review of consistency by the Town's Planning Board ("**Planning Board**"), the Governing Body adopted General Ordinance No. 2219, approving and adopting the Redevelopment Plan for the Project Area.

F. Redeveloper is the owner of the property comprising the Project Area.

G. Redeveloper proposes to remediate, develop, finance, construct, implement, and cohesively redevelop the Project Area into an indoor vertical farm with a variety of accessory and ancillary uses, including a restaurant, a teaching kitchen, and retail sales (the "**Project**").

H. Redeveloper proposes to complete the Project in accordance with the conceptual architectural floor plans, entitled "Proposed Ground Floor" architectural plans prepared by Redcom, dated September 18, 2021, and "Proposed Second Floor" architectural plans prepared by Redcom, dated September 18, 2021, site plans, entitled "Concept Site Plan" prepared by Redcom dated November 8, 2021, and survey, entitled "608-612 North Avenue East" prepared by Harbor Consultants Inc., dated June 15, 2021, collectively attached hereto as Exhibit A (together, the "**Concept Plans**").

I. The Town has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, and all other Applicable Laws (as such term is hereinafter defined), ordinances and regulations.

J. In order to effectuate the Redevelopment Plan, the Project, and the redevelopment of the Project Area, the Town has determined to enter into this Redevelopment Agreement with the Redeveloper, which Redevelopment Agreement designates Redeveloper as the "redeveloper" of the Project Area as the term "redeveloper" is defined in the Redevelopment Law, and specifies the respective rights and responsibilities of the Town and the Redeveloper with respect to the Project.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions. As used in this Redevelopment Agreement the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Redevelopment Agreement shall include the corresponding masculine, feminine and neuter. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Redevelopment Agreement unless otherwise specified.

(a) The following terms shall have the meanings ascribed to them in the Recitals to this Redevelopment Agreement:

Agreement	Project Area
Concept Plans	Redeveloper
Effective Date	Redevelopment Agreement
Governing Body	Redevelopment Law
Party	Redevelopment Plan
Parties	Rehabilitation Area
Planning Board	Town
Project	

(b) The following terms shall have the definitions ascribed to them herein:

"Affiliate" means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

"Appeal Period" shall mean the period specified by statute or court rule within which an appeal may be taken by any party from the grant of any Governmental Approval.

"Applicable Laws" means all federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law, the MLUL, relevant construction codes including construction codes governing access for

people with disabilities, and such other applicable zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable Environmental Laws and applicable federal and state labor standards.

"Bond(s)" shall mean performance and maintenance guarantees and review escrows in accordance with the provisions of *N.J.S.A. 40:55D-53 et seq.* of the MLUL and all Applicable Laws.

"Building Permit" means a building permit issued by or on behalf of the Town for construction of the Project, excluding a demolition permit but including a footings and foundation permit.

"Business Days" means all days except Saturdays, Sundays and the days observed as public holidays by the Town.

"Certificate of Completion" means written acknowledgement by the Town in recordable form that a Redeveloper has Completed Construction of the Project in accordance with the requirements of this Redevelopment Agreement.

"Certificate of Occupancy" means a temporary or permanent certificate of occupancy as defined in the applicable ordinances of the Town and the applicable provisions of the Uniform Construction Code.

"Clear and Marketable Title" shall mean title to property that is insurable by the Title Company as regular rates free of all claims and rights of others, except for: (a) normal utility easements servicing Lot 17 which do not interfere with the Town's intended use thereof; (b) ALTA 1992 preprinted exceptions not removed by a survey or standard affidavit of title; and (c) any Permitted Exceptions.

"Commence Construction" or **"Commencement of Construction"** means the undertaking of any actual physical construction of any portion of the Project, including demolition, site preparation, environmental Remediation, construction of Improvements or construction or upgrading of infrastructure.

"Completion," "Completion of Construction," or **"Complete(d) Construction"** means the completion of construction of the Project in accordance with the Redevelopment Plan and this Redevelopment Agreement, sufficient for issuance of a Certificate of Occupancy and subject only to (i) completion of "punchlist" items or minor conditions of the Governmental Approvals, and (ii) installation of landscaping, if the delay in completion thereof is necessitated by seasonal concerns.

"Completion Notice" means written notification to the Town of Completion of Construction of the Project and request by the Redeveloper for the issuance by the Town of a Certificate of Completion.

"Construction Schedule" shall mean the schedule of construction activities and milestones for the Project attached hereto as Exhibit B.

"Control" (including the correlative meanings of the terms **"Controlling"** and **"Controlled"**), as used with respect to the Redeveloper, the power, directly or indirectly, to direct

or cause the direction of the management policies of a Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

"County" means Union County, New Jersey.

"Declaration of Covenants and Restrictions" means a written instrument to be executed by the Redeveloper and recorded in the Union County Clerk's Office, substantially in the form annexed hereto as Exhibit C, intended to encumber the Project Area and to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise expressly provided therein, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Redeveloper and their successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project, all as more particularly described in Article 3.

"Environmental Laws" means all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of hazardous substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601- 9675); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); the Clean Water Act (33 U.S.C. § 1251 *et seq.*); the New Jersey Spill Compensation and Control Act (*N.J.S.A. 58:10-23.11 et seq.*); the Industrial Site Recovery Act, as amended (*N.J.S.A. 13:1K-6 et seq.*); the New Jersey Underground Storage of Hazardous Substances Act (*N.J.S.A. 58:10A-21 et seq.*), the New Jersey Water Pollution Control Act (*N.J.S.A. 58:10A-1 et seq.*); the New Jersey Environmental Rights Act (*N.J.S.A. 2A:35A-1 et seq.*); the New Jersey Site Remediation Reform Act (*N.J.S.A. 58:10C-1 et seq.*); and the rules and regulations promulgated under any of the foregoing.

"Escrow Account" shall mean a dedicated, interest-bearing account established by the Town with a banking institution in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in which the Town shall deposit and hold all Escrow Deposits, including the Initial Escrow Deposit.

"Escrow Deposit" shall mean a monetary deposit, including the Initial Escrow Deposit, made by the Redeveloper to the Town to be held by the Town in the Escrow Account.

"Estoppel Certificate" shall mean a signed certificate stating that (i) this Redevelopment Agreement is in full force and effect, (ii) there is no Event of Default under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of notice would result in an Event of Default under this Redevelopment Agreement) or stating the nature of the Event of Default or other such event, if any, and (iii) any other matter reasonably requested.

"Event of Default" shall refer to, subject to a Force Majeure Event and tolling as provided elsewhere in this Redevelopment Agreement, one or more of the following:

(a) If at any time the Redeveloper shall: (i) generally not pay its debts as such debts become due, within the meaning of such phrase under Title 11 of the United States Code (or any successor to such statute), or admit in writing that it is unable to pay its debts as such debts

become due; or (ii) make an assignment for the benefit of creditors; or (iii) file a voluntary petition under Title 11 of the United States Code, as the same may be amended, or any successor to such statute; or (iv) file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal bankruptcy code or any other present or future applicable federal or state or other statute or law; or (v) seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, sequestrator, liquidator or other similar official of the Redeveloper or of all or any substantial part of its property or of the Project Area or any interest of the Redeveloper therein; or (vi) take any corporate action in furtherance of any action described in this subsection or (vii) if at any time any proceeding against the Redeveloper seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future applicable federal or state or other statute or law shall not be dismissed within ninety (90) days after the commencement thereof, or if, within ninety (90) days after the appointment without the consent of the Redeveloper of any custodian, trustee, receiver, sequestrator, liquidator or any other similar official of the Redeveloper, or of all or any substantial part of its properties or of the Project Area or any interest of the Redeveloper therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if any such appointment shall not have been vacated within forty-five (45) days after the expiration of any such stay;

(b) The Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments, which failure or delinquency is not cured within sixty (60) days after Notice by the Town;

(c) Cancellation or termination by reason of any act or omission of the Redeveloper of any insurance policy, performance or completion bond, letter of credit, guaranty or other surety required hereunder to be provided by the Redeveloper for the benefit of the Town, which failure or delinquency is not cured within sixty (60) days after Notice by the Town;

(d) Any Transfer (except for Permitted Transfers) without the approval (or deemed approval pursuant to Section 3.5(c)) of the Town;

(e) If the Redeveloper fail to Commence Construction within the time frame specified in this Redevelopment Agreement (as same may be modified pursuant to the terms hereof and subject to a Force Majeure Event);

(f) Subject to a Force Majeure Event, if the Redeveloper abandons the Project or substantially suspends work on the Project after the Commencement of Construction for a period of more than sixty (60) days and fails to recommence work within thirty (30) days after receipt by the Redeveloper of a Notice of such failure, abandonment or suspension; provided, however, that if the failure, abandonment or suspension is one that cannot be completely cured within thirty (30) days after receipt of such Notice, Redeveloper shall have up to sixty (60) additional days to cure so long as the Redeveloper promptly undertake actions to correct the failure, abandonment or suspension upon its receipt of notice and is proceeding with due diligence to remedy same; and

(g) Any other default or breach by the Redeveloper or the Town in the observance or performance of any covenant, condition, representation, warranty or agreement hereunder and, except as otherwise specified below, the continuance of such default or breach for a period of thirty

(30) days after Notice from the non-defaulting party specifying the nature of such default or breach and requesting that such default or breach be remedied; provided, however, with respect to any non-monetary default or breach, if the default or breach is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the defaulting party is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Redevelopment Agreement specifically provides otherwise.

“Existing Members” means the Persons owning membership interests in the Redeveloper as of the date of this Redevelopment Agreement, which Persons are set forth in Exhibit D annexed hereto.

“Final and Non-Appealable” shall mean, with respect to any Governmental Approval or other governmental approval or action, that all applicable Appeal Periods have expired without the filing of appeal, or if an appeal has been filed, that such appeal has been resolved in a manner that permits the Project to be implemented in accordance with the Concept Plan and this Agreement, by a final action as to which all Appeal Periods have expired without the filing of an appeal or which is otherwise not subject to further appeal.

“Force Majeure Event” means causes that are beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, third-party litigation that enjoins implementation of the Project; declarations of public emergency (other than as set forth below regarding the ongoing COVID-19 pandemic); acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; blackouts, power failures, or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials. Notwithstanding the foregoing, the Parties acknowledge that this Agreement is being executed and performed during the COVID-19 pandemic and associated declarations of a “state of emergency” and/or “public health emergency” and that unavailability of labor and materials, slower timeframes to obtain approvals, and similar delays that may arise as a result of the pandemic have been considered and factored into the timelines set forth herein and thus, shall not be considered Force Majeure Events.

“Foreclosure” shall mean either a Mortgagee’s foreclosure of its Mortgage secured by the Project, or a Mortgagee’s acquisition of title to the Project by deed-in-lieu of foreclosure or similar transaction (in its name or the name of an Affiliate).

“Governmental Approvals” means all governmental approvals required for the Commencement of Construction, Completion of Construction, and use and occupancy of the Project, including, without limitation, the Planning Board Approvals; County planning board approvals, if and to the extent required; Building Permits; environmental permits, approvals, consents or authorizations from NJDEP and any other applicable governmental agencies; sewerage capacity approvals, utilities-related permits and any and all other necessary governmental permits, licenses, consents and approvals.

“Institution” shall mean any savings and loan association, savings bank, commercial bank, or trust company (whether acting individually or in any fiduciary capacity), an insurance

company, a real estate investment trust, an educational institution, or a state, municipal or similar public employee's welfare, pension, or retirement system.

"Improvements" shall mean all improvements constructed as part of the Project.

"Initial Escrow Deposit" shall mean a \$20,000.00 Escrow Deposit made by the Redeveloper to the Town prior to the Effective Date, of which receipt is acknowledged by the Town, deposited, and held by the Town in the Escrow Account.

"Mayor" shall mean the Town's Mayor.

"MLUL" shall mean the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.*, as amended from time to time.

"Monetary Encumbrances" shall mean any mortgage, judgment, lien, or other encumbrance to the Additional Property that can be satisfied by payment of a liquidated amount.

"Mortgage" shall mean any security interest, evidenced by a written instrument, encumbering the Project Area, or any portion thereof, that secures the performance of obligations or the payment of debt, including, without limitation, any grant of, pledge of, or security interest in, any collateral, or any grant, directly or indirectly, of any deed of trust, mortgage or similar instrument or any other security whatsoever; provided however that, no Mortgage shall be imposed upon the Project Area which secures the performance of obligations or the payment of debt with respect to any property, project or undertaking outside of the Project Area.

"Mortgagee" shall mean the holder of any Mortgage.

"NJDEP" shall mean the New Jersey Department of Environmental Protection, and any successors in interest.

"Notice(s)" shall mean a notice, demand or other communication required to be given under this Redevelopment Agreement by any Party to the other.

"Parking Plan" shall mean, collectively, the parking and loading plan dated November 11, 2021, prepared by Gregory J. Redington, Redcom, and the Traffic & Parking Analysis report dated November 17, 2021, prepared by Jay S. Troutman, Jr., McDonough & Rea Associates, Inc., including conceptual shared parking analysis, conceptual off-site parking strategy, together with a valet plan, outlining the intended parking and loading plan for the Project on the Project Area and adjacent roadway network including analysis with respect to the parking supply, projected parking demand, and applicable parking regulations and ordinances, a copy of which is attached hereto as Exhibit E.

"Permitted Transfer" shall refer to the following types of Transfer:

(i) a Mortgage or related security granted by the Redeveloper to a Mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement, including any Mortgage or Mortgages and other liens and encumbrances granted by the Redeveloper to a Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, or marketing of the Project and not any transaction or project

unrelated to the Project; provided, however, that the Redeveloper shall give the Town at least thirty (30) days prior written notice of such Permitted Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the Mortgagee;

(ii) easements, restrictions, covenants or dedications of portions of interests in the Project Area as may be required for utilities for the Project or otherwise as conditions of Governmental Approvals, including but not limited to any sanitary sewer easement required by the Planning Board Approvals, and access and cross-easement agreements;

(iii) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval;

(iv) lease agreements to a tenant or end user of the Project and parking license agreements for parking spaces;

(v) a Transfer to an Affiliate of the Redeveloper, to one or more of the Existing Members, or to an entity Controlled by one or more of the Existing Members, including but not limited to any lease in compliance with the terms of a Financial Agreement;

(vi) Transfers by devise or operation of law as a result of death of any individual;

(vii) Transfers to immediate family members or trusts established for the benefit of same for estate planning purposes; or

(viii) a Transfer pursuant to a Foreclosure, and any Transfer by any Mortgagee or any Mortgagee's successor and/or assigns after Foreclosure.

"Person" means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, urban renewal entity, institution, or any other entity.

"Planning Board Approvals" means preliminary and final site plan approval of the Planning Board with respect to the Project as set forth on the Concept Plan attached hereto, including any deviations and waivers from the Redevelopment Plan required by the Concept Plan and set forth in the Planning Board's memorializing resolution.

"Remediation" means the performance and completion of all investigations and cleanup, and all other activities necessary or required for the cleanup or containment of hazardous substances, known or unknown, on, under, or migrating to or from the Project Area, in accordance with Applicable Law, Environmental Laws and Governmental Approvals.

"State" means the State of New Jersey.

"Town Costs" shall mean (i) all reasonable outside professional and consultant fees, out of pocket costs or expenses incurred by the Town arising out of or in connection with the preparation, performance, administration, or enforcement of this Redevelopment Agreement or arising out of or in connection with the Project; (ii) subject to the Redeveloper's termination rights pursuant to Section 5.7, litigation costs arising out of or in connection with a dispute with a third party with

respect to this Redevelopment Agreement or the Project; and (iii) any other out of pocket fee, cost or expense reasonably incurred by the Town, incurred either before or after the date of this Redevelopment Agreement, to satisfy its obligations under this Redevelopment Agreement or in furtherance of the Project, but shall not include any and all costs incurred in connection with the Redeveloper's site plan application to the Planning Board and governed by the escrow deposited by the Redeveloper in connection with such application in accordance with the MLUL.

"Town Engineer" shall mean the municipal Engineer for the Town.

"Transfer" means (i) a sale or re-conveyance of all or any portion of the Project Area or Project by the Redeveloper to any other Person; (ii) a sale, pledge, joint venture, equity investment, or any other act or transaction involving or resulting in a change in Control of the Redeveloper as it exists on the date of this Redevelopment Agreement; (iii) a transfer of ten percent (10%) or more of the membership interest in Redeveloper to a Person other than an Institution; or (iv) any assignment of this Redevelopment Agreement to any other Person.

"Uniform Construction Code" shall mean Chapter 23 of Title 5 of the New Jersey Administrative Code, as may be amended or supplemented.

"United States Bankruptcy Code" shall mean 11 *U.S.C. 1 et seq.*, and the accompanying regulations.

1.2 Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Redevelopment Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1 Designation as Redeveloper. The Town hereby designates and appoints the Redeveloper as the "redeveloper" of the Project. For so long as this Redevelopment Agreement and the designation hereunder remain in effect, the Redeveloper shall have the exclusive right to redevelop the Project Area in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Redevelopment Agreement.

2.2 Representations and Warranties of the Town. The Town hereby makes the following representations and warranties:

(a) The Rehabilitation Area has been duly investigated and designated as an area in need of rehabilitation in compliance with the Redevelopment Law and all Applicable Laws and is currently in full force and effect;

(b) The Redevelopment Plan has been duly adopted in compliance with the Redevelopment Law and all Applicable Laws and is currently in full force and effect;

(c) The Governing Body is the redevelopment entity for the Town, is duly organized and existing under the laws of the State, and as such, has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Town is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder;

(d) The Town has authorized the execution of this Redevelopment Agreement by resolution, and has duly executed this Redevelopment Agreement;

(e) To the best of the Town's knowledge, there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Town entering into or performing its obligations under this Redevelopment Agreement;

(f) This Redevelopment Agreement has been duly executed by the Town, and is valid and legally binding upon the Town and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Town is a party;

(g) The Town represents that, to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, known, or believed to exist which questions the validity of the Redevelopment Plan or this Redevelopment Agreement or any action or act taken or to be taken by the Town pursuant to the Redevelopment Plan or Redevelopment Agreement; and

(h) The uses of the Project Area, as contemplated by this Redevelopment Agreement, are authorized by the Redevelopment Law, Applicable Laws, and the Redevelopment Plan.

2.3 Representations and Warranties of Redeveloper. The Redeveloper hereby make the following representations and warranties:

(a) The Redeveloper have the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the Effective Date;

(b) The Redeveloper is a duly organized and validly existing legal entity under the laws of the State and all necessary consents have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Redeveloper's behalf;

(c) No receiver, liquidator, custodian or trustee of the Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize either of the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date;

(d) No adjudication of bankruptcy of either of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed;

(e) No indictment has been returned against the Redeveloper or any officer or shareholder of a Redeveloper;

(f) The Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of either of the Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which the Redeveloper is a party;

(g) To Redeveloper's actual knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by a Redeveloper pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement;

(h) The Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any agreement, mortgage, indenture, instrument or judgment, to which a Redeveloper is a party;

(i) To the best of the Redeveloper's knowledge and belief after diligent inquiry, all information and statements included in any information submitted by Redeveloper to the Town and its agents are true and correct in all material respects including, but not limited to, information setting forth Redeveloper's background and experience (attached hereto as Exhibit F). The Redeveloper acknowledges that the facts and representations contained in the information, submitted by the Redeveloper are a material factor in the decision of the Town to enter into this Redevelopment Agreement; and

(j) To the best of the Redeveloper's knowledge and belief after diligent inquiry, the Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Town for any property situated in the Town.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.1 Declaration of Covenants and Restrictions. The Town will record the Declaration of Covenants and Restrictions with the Union County Clerk's Office, at Redeveloper's expense, immediately upon execution of this Agreement.

3.2 Description of Covenants. The following covenants and restrictions are imposed upon the Redeveloper, its successors, and assigns, and are intended to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise provided:

(a) Redeveloper shall develop, finance, construct, operate and maintain the Project on the Project Area in accordance with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in the Redevelopment Agreement.

(b) Redeveloper shall not make a Transfer without the written consent of the Town, which shall not be unreasonably withheld, conditioned, or delayed, except with respect to a Permitted Transfer.

(c) Redeveloper shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Area is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Redeveloper and their successors and assigns shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(d) Redeveloper shall, upon Completion of Construction, obtain all Certificates of Occupancy required authorizing the occupancy and uses of the Project Area for the purposes contemplated in the Redevelopment Agreement.

(e) Redeveloper shall cause the Project to be developed, financed, constructed, operated, and maintained at its sole cost and expense.

(f) Redeveloper shall not encumber, hypothecate, or otherwise use the Project Area, or any part thereof as collateral for any transaction unrelated to the Project.

(g) Redeveloper shall promptly pay the Town Costs and all taxes, service charges or similar obligations when owed to the Town with respect to the Project Area.

3.3 Form of Declaration of Covenants and Restrictions. The covenants and restrictions in Section 3.2 shall be recorded substantially in the form of a Declaration of Covenants and Restrictions annexed hereto as Exhibit C.

3.4 Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 3.2 shall be covenants running with the land. All covenants in Section 3.2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Town and its successors and assigns, and any successor in interest to the Project Area, or any part thereof, against the Redeveloper, their successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project Area or any part thereof. The agreements and covenants set forth in Section 3.2 shall cease and terminate automatically and without further action upon the issuance of a Certificate of Completion for the Project, except for those covenants which survive in accordance with the terms of the Declaration. Notwithstanding the foregoing, the covenant set forth in Section 3.2(c) shall remain in effect without limitation as to time. Upon the request of Redeveloper or any successor owner at any time after the issuance of a Certificate of Completion for the Project, the Town shall execute and deliver a discharge of the Declaration of Covenants and Restrictions in recordable form for the Project.

3.5 Enforcement by Town. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Town and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Town for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Town has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

3.6 Prohibition Against Transfers of Interests in Redeveloper. (a) The Redeveloper recognize the importance of this redevelopment Project to the general welfare of the community and that the identity of the Redeveloper, and their qualifications, are critical to the Town in entering into this Redevelopment Agreement. Except for a Permitted Transfer, the Town considers that a change in Control in Redeveloper, or a transfer of ten percent (10%) or more of the ownership interest in either Redeveloper entity is, for practical purposes, a Transfer or disposition of the Project. The Redeveloper recognizes that it is because of such qualifications and identity that the Town is entering into this Redevelopment Agreement with the Redeveloper, and, in so doing, the Town is relying on the obligations of the Redeveloper and not some other Person for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder. As a result, except for Permitted Transfers, and without the prior written approval of the Town, which shall not be unreasonably withheld, conditioned or delayed, Redeveloper agree for itself and all successors in interest that there shall be no change in Control of either Redeveloper, nor shall there be any transfer of 10% or more of the ownership interest in either Redeveloper.

(b) Consent to a Permitted Transfer. The Town hereby consents, without the necessity of further approvals, to any Permitted Transfer.

(c) Approval of Transfers. Except for Permitted Transfers, with respect to any Transfer that requires the Town's consent pursuant to the terms of this Section 3.6, the Town shall not unreasonably withhold, condition, or delay its consent to such Transfer.

3.7 Town Covenants. The Town hereby covenants and agrees that:

(a) The Town shall fully cooperate with the Redeveloper to ensure that all Governmental Approvals are obtained for the Project. Furthermore, the Town agrees to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Agreement, and to execute and deliver any documents required to obtain such approvals and otherwise to cooperate with the Redeveloper with respect to the Governmental Approvals; provided that nothing contained in this Section 3.7(a) shall be deemed: (i) to constitute an approval of all or any portion of the Project for which applications have been submitted or are required or (ii) a waiver of the ability of any Governmental Authority, to exercise its statutorily authorized responsibilities with respect to such applications or Governmental Approvals. Without limiting the generality of the foregoing, the Town may (A) request that all agencies of the Town having jurisdiction over any of the Governmental Approvals expedite the processing of all applications for Governmental Approvals, (B) schedule, convene and conclude all required public hearings in a manner consistent with Applicable Laws, without undue delay, and (C) cause all of the planners, engineers and other consultants engaged by the Town and the Town to review and comment on all submittals by the Redeveloper in an expeditious manner.

(b) The Town shall undertake and complete, with due diligence, all its obligations under this Redevelopment Agreement.

(c) The Town shall not amend or cause the amendment of the Redevelopment Plan with respect to the Project Area in a manner that materially, adversely affects the Redeveloper or the Project during the term of this Agreement without the prior written consent of the Redeveloper, which consent shall not be unreasonably withheld, conditioned, or delayed.

(d) The Redeveloper have been designated as the exclusive Redeveloper of the Project Area (as more particularly set forth in Section 2.1) and shall have the exclusive right and obligation to redevelop the Project Area and implement the Project in accordance with the terms and conditions of this Redevelopment Agreement.

ARTICLE 4 PROJECT DETAILS

4.1 Approval of Concept Plans. The Town approves the Concept Plans and finds the Concept Plans to follow the Redevelopment Plan. Any amendment to the Concept Plans shall be submitted to the Mayor or the Mayor's designee for approval, which approval shall not be unreasonably withheld, conditioned, or delayed, unless such amendment shall be noncompliant with the Redevelopment Plan, in which case, such amendment to the Concept Plans shall be submitted to the Governing Body for approval together with a request to amend the Redevelopment Plan as necessary.

4.2 Schedule and Implementation of the Project.

(a) Within twelve (12) months of the Effective Date, the Redeveloper shall obtain all Governmental Approvals required for the Commencement of Construction of the Project, including Planning Board Approvals.

(b) Redeveloper shall use commercially reasonable efforts to Commence Construction of the Project within six (6) months after all Governmental Approvals are obtained.

(c) Redeveloper shall use commercially reasonable efforts to Complete Construction of the Project on or before twenty-four (24) months after the Commencement of Construction.

4.3 Conditions Related to the Project Schedule.

(a) If, subject to the provisions of this Agreement, the Redeveloper fails, or determines that it will fail, to meet any relevant date for the completion of a task set forth in the Project schedule set forth above, for any reason, the Redeveloper shall promptly provide notice to the Town stating: (i) the reason for the failure or anticipated failure, (ii) the Redeveloper's proposed method for correcting such failure, (iii) the Redeveloper's proposal for revising the schedule and (iv) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the relevant dates set forth in the revised Project schedule. Redeveloper's proposed revisions to the Project schedule shall be subject to the Mayor's and Mayor's designee's approval, which shall not be unreasonably withheld, conditioned, or delayed.

(b) If the Redeveloper does not obtain all necessary Governmental Approvals for the Project on terms and conditions acceptable to the Redeveloper in their sole discretion, or if the Parties determine that the Governmental Approvals for the Project cannot be obtained on terms and conditions acceptable to the Redeveloper, then either Party shall have the right to terminate this Redevelopment Agreement upon written notice to the other Party. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Redevelopment Agreement is terminated pursuant to the terms of this Section 4.3(b) then except as expressly set forth in this Agreement to the contrary, this Redevelopment Agreement shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder, except that Redeveloper shall remain responsible for all Town Costs. If an appeal is taken, all obligations under this Redevelopment Agreement shall be tolled during the pendency of such appeal.

(c) Construction activities shall generally be completed in accordance with the schedule of milestones set forth in the Construction Schedule, except as modified in this Redevelopment Agreement. In the event there is any contradiction or discrepancy between this Redevelopment Agreement and the Construction Schedule, this Redevelopment Agreement shall control.

4.4 Construction of the Project.

(a) Construction Hours. Construction practices and hours shall be in accordance with applicable Town Ordinances.

(b) Maintenance. The Project Area will be kept free of debris on a regular basis by the Redeveloper; provided, however, subject to weather conditions and Force Majeure Events that the Redeveloper agree to clean up the Project Area within forty-eight (48) hours of a specific, reasonable request by the Town that the Redeveloper do so or the close of the following Business Day, whichever is later. Should Redeveloper fail to comply with this obligation, then the Town

may send the Redeveloper a second request, in writing, providing the Redeveloper with an additional twenty-four (24) hour period during which Redeveloper shall clean up the Project Area. Should Redeveloper fail to comply following the Town's second request, the Town may at its option undertake such maintenance and charge Redeveloper for the costs of same. The Redeveloper shall repair, at the Redeveloper's cost, any damage to the streets or sidewalks caused by the Redeveloper during the construction of the Project.

(c) Pedestrian Access and Safety. The Town acknowledges that for safety reasons, the sidewalks adjacent to the Project Area may need to be closed from time to time during construction of the Project. Notwithstanding the foregoing, the Redeveloper will provide appropriate signage and crosswalks to ensure the continued flow of pedestrian traffic. The Redeveloper shall supply to the Town's Building Department plans and specifications providing for pedestrian safety at and across the Project Area as applicable. The Redeveloper shall keep the sidewalks abutting the Project Area clean and free of debris, ice, and snow during the construction of the Project.

(d) Construction Parking. The Redeveloper shall plan with the Town's Construction Official and the Town's Police Department for off-street parking for construction vehicles and construction worker's vehicles if such vehicles cannot be parked on the Project Area itself. The Town agrees to have the Town place, from time to time, temporary "emergency, no parking" signs on the adjacent streets as reasonably requested by the Redeveloper to accommodate the Redeveloper's construction activities.

(e) Preconstruction Meeting. There shall be a preconstruction meeting held at least seven (7) days prior to the Commencement of Construction, which meeting shall include the Town's Construction Official, the Town's Engineer, a representative from the Town's Police Department, a representative from the Town's Fire Department and representatives from the various utility companies.

(f) Construction Signage. During construction, Redeveloper agrees to place prominent, construction signage in accordance with Section 16.04(R)(4) of the Town's Code. The signage shall be at least 24 square feet and shall depict the rendering of the Project attached hereto as Exhibit A to this Redevelopment Agreement, or such other rendering approved by the Town Planner.

4.5 Certificates of Occupancy and Certificates of Completion.

(a) Upon Completion of Construction, the Redeveloper shall apply to the appropriate Town construction code official for a Certificate of Occupancy.

(b) Following Completion of the Project and satisfaction of all conditions precedent and prerequisites set forth in this Agreement, the Town agrees to issue a Certificate of Completion for the Project in the form attached hereto as Exhibit G, upon receipt of a Completion Notice from Redeveloper. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project in this Redevelopment Agreement and the Redevelopment Plan. Within thirty (30) days after receipt of the Completion Notice, the Town shall provide Redeveloper with the applicable Certificate of Completion or a written statement setting forth in detail the reasons why it believes that a Certificate of Completion should not be issued in accordance with the provisions of this Agreement.

4.6 Project Costs and Financing.

(a) The Redeveloper agree that the costs and financing for the Project are the sole responsibility of the Redeveloper, not the Town.

(b) The Redeveloper shall post Bonds in the following manner:

(i) Prior to the Commencement of Construction, a performance bond or irrevocable letter of credit (or such other form of guarantee allowed in accordance with the MLUL) for those Improvements for which a performance guarantee may be required pursuant to the MLUL and as may be required pursuant to the approved site plan and Planning Board resolution, in an amount to be determined by the Town Engineer pursuant to the MLUL.

(ii) A maintenance guarantee in respect of those Improvements required to be bonded in accordance with the MLUL, in the form of a surety bond (or such other form of guarantee allowed in accordance with the MLUL) for a period not to exceed two (2) years after final acceptance of the Improvement, in an amount determined by the Town Engineer according to the method of calculation set forth in *N.J.S.A. 40:55D-53* of the MLUL.

(iii) If applicable, the Bond must name the Town as an obligee and the Redeveloper shall deliver a copy of the Bond to the Town prior to Commencement of Construction. To the extent that a surety bond is provided, it shall be provided by a company licensed by the New Jersey Department of Banking and Insurance or otherwise authorized by the New Jersey Department of Banking and Insurance to do business in the State. In the event any insurance company, financial institution or other entity issuing a performance guarantee herein, shall be insolvent or shall declare bankruptcy or otherwise be subject to reorganization, rehabilitation, or other action, whereby state or federal agencies have taken over the management of the entity, within thirty (30) days after notice from the Town, the Redeveloper shall replace the Bond.

(iv) In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect as a result of any act or omission by the Redeveloper, then until an approved replacement of the lapsed Bond has been deposited with the Town, the Town may require the Redeveloper to cease and desist any and all work on the Project, unless the Improvements required to be bonded have been completed and approved by the Town. In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect through no act or omission of the Redeveloper, then unless the Redeveloper fails to replace the Bond within ten (10) Business Days of notice given to the Redeveloper by the Town, the Town may require the Redeveloper to cease and desist work on the Project unless the Improvements required to be bonded have been completed and approved by the Town.

4.7 Environmental Obligations and Indemnification. The Parties hereto expressly acknowledge and agree that to the extent any portion of the Project Area requires Remediation, or causes any other property to require Remediation, the Town shall have no responsibility therefor. The Parties hereto expressly agree and acknowledge that it shall be the sole responsibility of the Redeveloper to undertake and pay the cost of all Remediation, compliance, environmental testing, and/or other analyses for the Project Area, and that the Town has no obligation or liability whatsoever with respect to the environmental condition of the Project Area, or any other parcels which may claim contamination arising from the Project Area. The Redeveloper shall defend,

protect, indemnify, and hold harmless the Town and its agents from any claims which may be sustained because of any environmental conditions on, in, under or migrating to or from the Project Area, including, without limitation, claims against the Town and its agents by any third party.

4.09 No Rights in Third-Party Beneficiaries. Notwithstanding any of the foregoing, this Agreement does not and will not confer any rights, remedies, or entitlements upon any third person or entity other than the Parties and their respective successors and assigns. This Agreement is for the exclusive benefit and convenience of the Parties hereto.

4.10 Affordable Housing. The Redeveloper shall adhere to the applicable requirements of Article 22 of the Town's Code entitled "Affordable Housing Development Fee and Trust Fund."

4.11 Project Conditions; Redeveloper's Termination Rights. Redeveloper may terminate this Redevelopment Agreement at any time if:

(a) Redeveloper has not obtained all Governmental Approvals on terms that permit construction of the Project, all of the conditions of which have been satisfied, and all of which approvals are Final and Non-Appealable; or

(b) Redeveloper has not obtained construction financing for the Project on commercially reasonable terms.

4.12 Green Project Features. The Project is expected to include the green features as set forth in the completed "Green Development Checklist dated December 3, 2020 attached hereto as Exhibit H.

4.13 First Source Employment and Contracting. The Redeveloper shall make good faith efforts to employ and shall provide in its contracts with its contractors and subcontractors that they must make good faith efforts to employ residents of the Town in the construction of the Project consistent with reasonable wages, to the greatest extent feasible. The Redeveloper agrees to cooperate with the Town or its designee in developing a plan to coordinate training programs and employment recruitment efforts for Town residents. The Redeveloper will cooperate with efforts to recruit Town residents for all employment opportunities in connection with the Project, including participation in Town job fairs or similar events, if such exist. The Redeveloper agrees to meet with appropriate Town officials to determine the status of recruitment and training efforts, and to plan future employment training and recruitment activities. All contracts executed by the Redeveloper for the construction of the Project shall contain appropriate language to effectuate this provision.

4.14 Affirmative Action. The Redeveloper, during the construction of the Project, covenants that it will comply with and shall provide in its contracts with its contractors and subcontractors, the following:

(a) The Redeveloper shall always conform to the laws, regulations, policies of the State, the Federal government, and other governmental bodies with respect to affirmative action and equal employment opportunities requirements, and particularly those which are imposed as a condition to receipt of any government sponsored funding for the Project, notwithstanding any other provision of this Agreement to the contrary.

(b) The Redeveloper shall use good faith and commercially reasonable efforts to undertake a program of preference to facilitate executing contracts with and/or purchasing goods and services from Minority Business Enterprises, Women's Businesses Enterprises, and Small Business Enterprises at a rate of at least 20%.

(c) All contracts executed by the Redeveloper for the construction of the Project shall contain appropriate language to effectuate this provision.

4.15 Reporting & Compliance. The Town shall oversee and monitor the Redeveloper's compliance with the requirements set forth in Sections 4.13 and 4.14. The Redeveloper agrees to meet periodically with the Town or its designated official(s) at the Town's request to discuss the status of the Redeveloper's compliance with the requirements set forth in Sections 4.13 and 4.14. The Redeveloper shall submit quarterly reports regarding compliance as the Town may reasonably require. Reports submitted by the Redeveloper shall include names, addresses, ethnic origin of those who apply and are interviewed for employment including those denied employment. Reports should also include businesses hired, recruitment efforts including advertisements and letters to community groups advising them of employment and business opportunities. The Entity covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with Sections 4.13 or 4.14. Non-compliance, after a reasonable opportunity to cure as set forth in Section 6.2, shall be deemed a material Event of Default under this Redevelopment Agreement.

4.16 Parking Plan. Redeveloper shall redevelop the Project Area and operate the Project in accordance with the Parking Plan. Redeveloper shall place appropriate signage at the Project Area to encourage compliance with the Parking Plan.

4.17 Electric Vehicle Supply Equipment and Make-Ready Parking Spaces. Redeveloper shall comply with the requirements of *P.L. 2021, c.171*. As such, Redeveloper agrees to construct as part of the Project, adequate and convenient electric vehicle supply equipment and make-ready parking spaces to serve the need of the traveling public in a quantity sufficient to satisfy *P.L. 2021, c.171*. Any parking space prepared with electric vehicle supply equipment or make-ready equipment shall count as at least two (2) parking spaces for the purpose of complying with a minimum parking space requirement under the Redevelopment Plan or other applicable land development ordinance.

ARTICLE 5 EVENTS OF DEFAULT; TERMINATION

5.1 Remedies Upon Event of Default by the Redeveloper. Whenever any Event of Default by the Redeveloper occurs and continues beyond any applicable cure or grace period, the Town may, on written notice to the Redeveloper (after applicable Notice and cure periods shall have expired), terminate this Redevelopment Agreement and the Redeveloper's respective designation as redeveloper hereunder upon which, except as expressly provided herein, this Redevelopment Agreement shall be void and of no further force and effect and neither Party shall have any further rights, liability and/or obligations hereunder. In addition, if the Redeveloper fail to pay any Town Costs in accordance with the requirements of this Redevelopment Agreement, the Town may file legal action seeking payment of the Town Costs.

5.2 Remedies Upon Event of Default by the Town. If an Event of Default by the Town occurs and continues beyond any applicable cure or grace period, then the Redeveloper may take

whatever action at law or in equity as the Redeveloper may deem necessary or desirable to enforce the performance or observance of any rights or remedies of the Redeveloper, or any obligations, agreements, or covenants of the Town under this Redevelopment Agreement, including an action for specific performance and/or actual, compensatory damages (but specifically excluding delay, reliance, consequential or punitive damages). Further, but subject to any cure provisions afforded the Town hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, on written notice to the Town (after applicable Notice and cure period shall have expired), to terminate this Redevelopment Agreement upon which, except as expressly provided for herein, this Redevelopment Agreement shall be void and of no further force and effect and neither Party shall have any further rights, liabilities and/or obligations hereunder.

5.3 Force Majeure Extension. For the purposes of this Redevelopment Agreement, neither the Town nor the Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Town or the Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event. During any Force Majeure Event that affects only a portion of a Project, the Redeveloper shall to the maximum extent feasible continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence of an event or occurrence of Force Majeure Event shall not prevent the Town or the Redeveloper from declaring a default or the occurrence of an Event of Default by the other party if the event that is the basis of the Event of Default is not a result of the Force Majeure Event.

5.4 No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either Party hereunder in asserting any of its rights or remedies as to any default by the other Party, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Town or the Redeveloper, as the case may be, of its right to institute and maintain any actions or proceedings in accordance with this Redevelopment Agreement, which it may deem necessary to protect, assert or enforce any such rights or remedies.

5.5 Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

5.6 Termination Rights Related to Litigation. If third-party litigation is commenced challenging the validity of (i) the designation of the Rehabilitation Area, (ii) the Redevelopment Plan, or (iii) execution of this Redevelopment Agreement by the Town, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if the Redeveloper invoke the Force Majeure Event provisions this of Redevelopment Agreement; provided, however, that (a) if such third-party litigation is not resolved within six (6) months of its commencement, the Redeveloper may terminate this Redevelopment Agreement, and (b) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Redevelopment Agreement by written notice to the other. Upon such termination, this Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.

ARTICLE 6 FINANCING & INSURANCE

6.1 Mortgage Financing.

(a) During the term of this Redevelopment Agreement, the Redeveloper shall not engage in any financing or any other transaction creating any Mortgage on the Project other than with respect to the cost of acquiring the Project Area and developing the Project (including designing, permitting, and constructing the Project).

(b) If the Redeveloper is unable to obtain financing for the Project on terms and conditions acceptable to the Redeveloper in their sole discretion, or if the Redeveloper determine that financing for the Project cannot be obtained on terms and conditions acceptable to the Redeveloper in their sole discretion, the Redeveloper shall have the right to terminate this Redevelopment Agreement upon written notice to the Town.

(c) If this Redevelopment Agreement is terminated pursuant to the terms of this Section 6.1, then, except as expressly set forth herein to the contrary and upon full payment of all Town Costs, this Redevelopment Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

(d) If the Mortgagee reasonably requires any change(s) or modification(s) to the terms of this Redevelopment Agreement, the Town shall reasonably cooperate with the Mortgagee and the Redeveloper in reviewing such proposed change(s) or modification(s) and shall consider them in good faith; provided, however, that any such proposed change or modification shall not materially and adversely alter or modify the rights and obligations of the Redeveloper or the Town, as provided in this Redevelopment Agreement.

(e) To the extent reasonably requested by the Redeveloper, the Town shall execute such other agreements and/or documents (to the extent same are in form and content reasonably acceptable to the Town) as may be requested or required by any Mortgagee (or any equity participant of the Redeveloper); provided, however, that any such agreement or document shall not materially and adversely alter any of the rights, liabilities or obligations of the Redeveloper or the Town under this Redevelopment Agreement.

6.2 Notice of Default to the Mortgagee and Right to Cure. Whenever the Town shall deliver any Notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Town shall at the same time deliver to each Mortgagee a copy of such notice or demand, provided that the Redeveloper has delivered to the Town a written notice of the name and address of such Mortgagee. Each such Mortgagee (insofar as the rights of the Town are concerned) has the right at its option within thirty (30) days after the receipt of such notice to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The Town shall not seek to enforce any of its remedies under this Agreement during the period in which any such Mortgagee is proceeding diligently and in good faith to cure a Redeveloper's Event of Default. If the Mortgagee elects to cure the Event of Default within such 30-day period but

has not completed such cure, then, not later than thirty (30) days thereafter until such Event of Default is cured, Redeveloper shall inform the Town that the Mortgagee is proceeding diligently to cure the Event of Default and shall briefly describe the course of action being pursued to effectuate such cure. Notwithstanding the foregoing, the Town may seek to enforce any of its remedies under this Agreement with respect to a monetary Event of Default if such monetary Event of Default is not cured within such thirty (30) day period after notice thereof. If possession of the Project Area is necessary to cure any default or breach, any Mortgagee will be allowed to complete any proceedings required to obtain possession of the Project Area. Notwithstanding anything contained herein to the contrary, the Town shall always retain all statutory rights to enforce the payment of property taxes, payments in lieu of taxes, sewer charges and other municipal charges, including but not limited to those rights granted by the Tax Lien Law and/or the In Rem Foreclosure Act.

6.3 No Guarantee of Construction or Completion by Mortgagee.

(a) A Mortgagee shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project, or to guarantee such construction or completion; nor shall any covenant or any other provisions be construed to obligate a Mortgagee. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Mortgagee to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Mortgagee's security, including the improvements or construction already made) without the Mortgagee or Affiliate of Mortgagee first having expressly assumed the Redeveloper's obligations to the Town with respect to the Project by written agreement reasonably satisfactory to the Town.

(b) Upon a Foreclosure, the Mortgagee or its Affiliate shall have the option to either (i) sell the Project to any Person, provided Mortgagee gives the Town notice of such sale at least thirty (30) days prior to closing and provided such Person assumes the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. Any such Mortgagee, or other entity assuming such obligations of the Redeveloper, upon completing the Project shall be entitled, upon written request made to the Town, to a Certificate of Occupancy in accordance with the terms of this Redevelopment Agreement and under Applicable Laws. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Mortgagee, or such other entity assuming such obligations of the Redeveloper, to devote the Project Area, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement and the Redevelopment Plan. The Mortgagee or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Project Area or Project in accordance herewith.

6.4 Insurance. At all times during the construction of the Project, Redeveloper shall maintain or cause to be maintained at its own cost and expense, with responsible insurers, the following kinds and the following amounts of insurance with such variations as shall reasonably be required to conform to customary insurance practice:

(a) Builder's Risk Insurance for the benefit of the Redeveloper during the term of construction which will protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, and vandalism and malicious mischief. The limits of liability will be equal

to one hundred (100%) percent of the insurable value of the Project, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, and materials in place or to be used as part of the permanent construction;

(b) Comprehensive General Liability Insurance (including coverage for any construction on or about each parcel of property contained within the Project Area) against claims for bodily injury, death or property damage occurring on, in or about the Project Area and the adjoining streets, sidewalks and passageways, in amounts not less than Three Million (\$3,000,000.00) Dollars for each claim with respect to any bodily injury or death, with respect to any one occurrence and Three Million (\$3,000,000.00) Dollars with respect to all claims for property damage relating to any one (1) occurrence;

(c) Worker's Compensation Insurance coverage in the amount of the full statutory liability of the Redeveloper; and

(d) Such other insurance, in such amounts and against such risks, as is customarily maintained by the Redeveloper with respect to other similar properties owned or leased by it, including automobile insurance and environmental liability.

Prior to the Commencement of Construction, the Redeveloper shall submit to the Town proof of all applicable insurance(s). Redeveloper shall provide such proof of insurance which indicates that the policy(ies) name the Town, its elected and appointed officials, officers, agents, servants, representatives, employees and/or its assigns and Town's consulting engineers, its officers, agents, servants, representatives, employees, successors and assigns, as additional insured with respect to their interest in work performed by the above named insured for the Project (except for Worker's Compensation or Automobile Coverage insurance, if applicable). The policy(ies) shall indemnify and hold harmless the Town, its elected and appointed officials, officers, agents, servants, representatives, employees, and/or its assigns, Town's consulting engineers, its officers, agents, servants, representatives, employees, successors and assigns, and its designated engineering consultants and their assigns and employees against any claims, liabilities, damages, costs or expenses of every kind and nature arising from Redeveloper's performance of Redeveloper's obligations pursuant to this Agreement, the failure by Redeveloper to perform such obligations, any action or failure to act by Redeveloper with respect to the Project to which this Agreement is applicable or in connection with any allegation of any of the foregoing. Upon each anniversary date of this Redevelopment Agreement, the Redeveloper shall submit the aforementioned proofs of insurance until the Town's issuance of a Certificate of Completion for the Project.

ARTICLE 7 ESCROW ACCOUNT

7.1 Escrow Account to Cover Town Costs.

(a) Immediately following execution of this Agreement, Redeveloper shall deposit the Initial Escrow Deposit to cover all Town Costs pursuant to the terms of this Redevelopment Agreement, including those costs incurred by the Town prior to the Effective Date.

(b) If at any time the balance in the Escrow Account is less than five thousand dollars (\$5,000.00), the Town shall provide Redeveloper with a written Notice of the insufficient escrow

deposit balance. Within ten (10) business days of such Notice, the Redeveloper shall deposit into the Escrow Account additional funds such that the total amount on deposit in the Escrow Account shall be not less than ten thousand dollars (\$10,000.00), or such lower amount as set forth by the Town in its Notice.

(c) The Town Costs shall be charged to the Escrow Account pursuant to a voucher from the Town's professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent, the hourly rate, and a description of the services provided. All professionals shall submit the required vouchers or statements to the Town or Town in accordance with procedures established by the Town or Town. The Town shall provide the Redeveloper with invoices, along with copies of such vouchers or other receipts or back-up information, setting forth the Town Costs incurred by the Town or Town which the Town determines are to be paid from the Escrow Account.

(d) Any disputes arising over charges made for Town Costs shall be governed by the processes set forth under *N.J.S.A. 40:55D-53.2a*. Prior to filing a formal appeal, the Redeveloper shall first notify the Town of its dispute. If notification of an objection is made, the Parties agree to make good faith efforts to resolve the dispute. If the matter is not resolved by the Parties to the satisfaction of the Redeveloper, the Redeveloper may make a formal appeal to the Union County Construction Board of Appeals.

(e) Upon the termination of this Agreement, or upon Redeveloper's request (no more frequently than every sixty (60) days), the Town shall prepare and send to Redeveloper a statement that shall include an accounting of funds listing all deposits, disbursements, and the cumulative balance of the Escrow Account.

(f) Upon the issuance of a Certificate of Completion for the Project or upon the earlier termination of this Agreement, the Town shall instruct its professional(s) to render a final bill to the Town within thirty (30) days. Within thirty (30) days of receipt of the final bill, the Town shall pay all outstanding bills in accordance with this Agreement and render a written final accounting to the Redeveloper detailing the uses to which the escrow funds were put. Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Town in accordance with this Section 7.1(f), except as specified in this Redevelopment Agreement.

ARTICLE 8 MISCELLANEOUS

8.1 No Consideration for Agreement. The Redeveloper warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants, and attorneys. The Redeveloper further warrant they have not paid or incurred any obligation to pay any officer or official of the Town, any money or other consideration for or in connection with this Redevelopment Agreement.

8.2 Non-Liability of Officials and Employees.

(a) No member, official or employee of the Town shall be personally liable to the

Redeveloper, or any successor in interest, in the event of any default or breach by the Town, or for any amount which may become due to the Redeveloper or their successor, or on any obligation under the terms of this Redevelopment Agreement.

(b) No member, officer, shareholder, director, partner, or employee of the Redeveloper shall be personally liable to the Town, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Town, or their successors, on any obligation under the terms of this Redevelopment Agreement.

8.3 Inspection of Books and Records. The Town shall have the right during normal business hours and subject to reasonable advance notice (but not less than seven (7) Business Days) to inspect at Redeveloper's place of business, the books and records of Redeveloper pertinent to the purposes of this Agreement, including but not limited to construction contracts, books and records and insurance policies.

8.4 Conflict of Interest. No member, official or employee of the Town shall have any direct or indirect interest in either Redeveloper or this Agreement, nor participate in any decision relating to this Agreement that is prohibited by law.

8.5 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Redeveloper and the Town.

8.6 Recitals and Exhibits. The Recitals and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

8.7 Entire Agreement. This Redevelopment Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

8.8 Severability. The validity of any Article and Section, clause or provision of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Sections, clauses, or provisions hereof.

8.9 Indemnification. The Redeveloper, for themselves and their successors and assigns, covenant and agree, at its sole cost and expense, to indemnify, defend and hold harmless the Town, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third-party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorneys' fees) resulting from or in connection with the acts or omissions of the Redeveloper or of the Redeveloper's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project; provided, however, that no indemnification shall be required pursuant to this Section 8.9 in the event that the indemnification otherwise due pursuant to this Section 8.9 is attributable to the gross negligence or willful misconduct of the Town, its governing body, or any agency of the Town or any of their respective officers, employees, agents, attorneys, consultants, representatives and employees. This Section shall survive termination of this Redevelopment Agreement.

8.10 Notices. Notices shall be in writing and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with a hard copy and a transmission confirmation sent by a recognized overnight national carrier service for next Business Day delivery) to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the Town:

Town of Westfield
425 East Broad Street
Westfield, New Jersey 07090
ATTN: Municipal Clerk

With copies to:

Steven G. Mlenak, Esq.
Greenbaum, Rowe, Smith & Davis, LLP
75 Livingston Avenue, Suite 301
Roseland, NJ 07068

As to Redeveloper:

610 North LLC
433 North Avenue East
P.O. Box 160
Westfield, New Jersey 07090

With a copy to:

Richard S. Schkolnick, Esq.
Law Offices of Richard Schkolnick, LLC
75 Main Street, Suite 201
Millburn, New Jersey 07041

From time to time either Party may designate a different person or address for all the purposes of this Notice provision by giving the other party no less than ten (10) days' Notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee, provided, that any notice delivered by telecopy shall be deemed to have been received by such Party at the time of transmission, provided that a hard copy and transmission confirmation is simultaneously sent by a recognized overnight national carrier service for next Business Day delivery. Any notice given by an attorney for a Party shall be effective for all purposes.

8.11 Further Assurances/Cooperation. The Parties shall cooperate with each other as

reasonably necessary to effectuate the Project. From time to time at the request of either Redeveloper or the Town, the other Party shall execute, acknowledge, and deliver such other and further documents as the requesting Party may reasonably request to better effectuate the provisions of this Redevelopment Agreement.

8.12 Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Redevelopment Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Union County, for the purpose of any suit, action, proceeding, or judgment relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Union County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The Parties further agree that any claims relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

8.13 Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

8.14 Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party hereto (which request may be on behalf of any Mortgagee, purchaser, tenant, or other party having an interest in the Project Area), the other Party shall issue an Estoppel Certificate.

~Signature Page to Follow~

IN WITNESS WHEREOF, the parties have executed this Redevelopment Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

TOWN OF WESTFIELD

Name:
Title:

By:

Mayor Shelley Brindle

Dated: _____

Witness:

610 NORTH LLC

Name:
Title:

By:

Name: Gregory J. Redington
Title: Principal

Dated: _____

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

: ss

COUNTY OF UNION :

BE IT REMEMBERED, that on this [REDACTED] day of [REDACTED], 2021, before me personally appeared **Mayor Shelley Brindle** who being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the designated authorized signatory of the **TOWN OF WESTFIELD**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary Public

STATE OF NEW JERSEY :

: ss

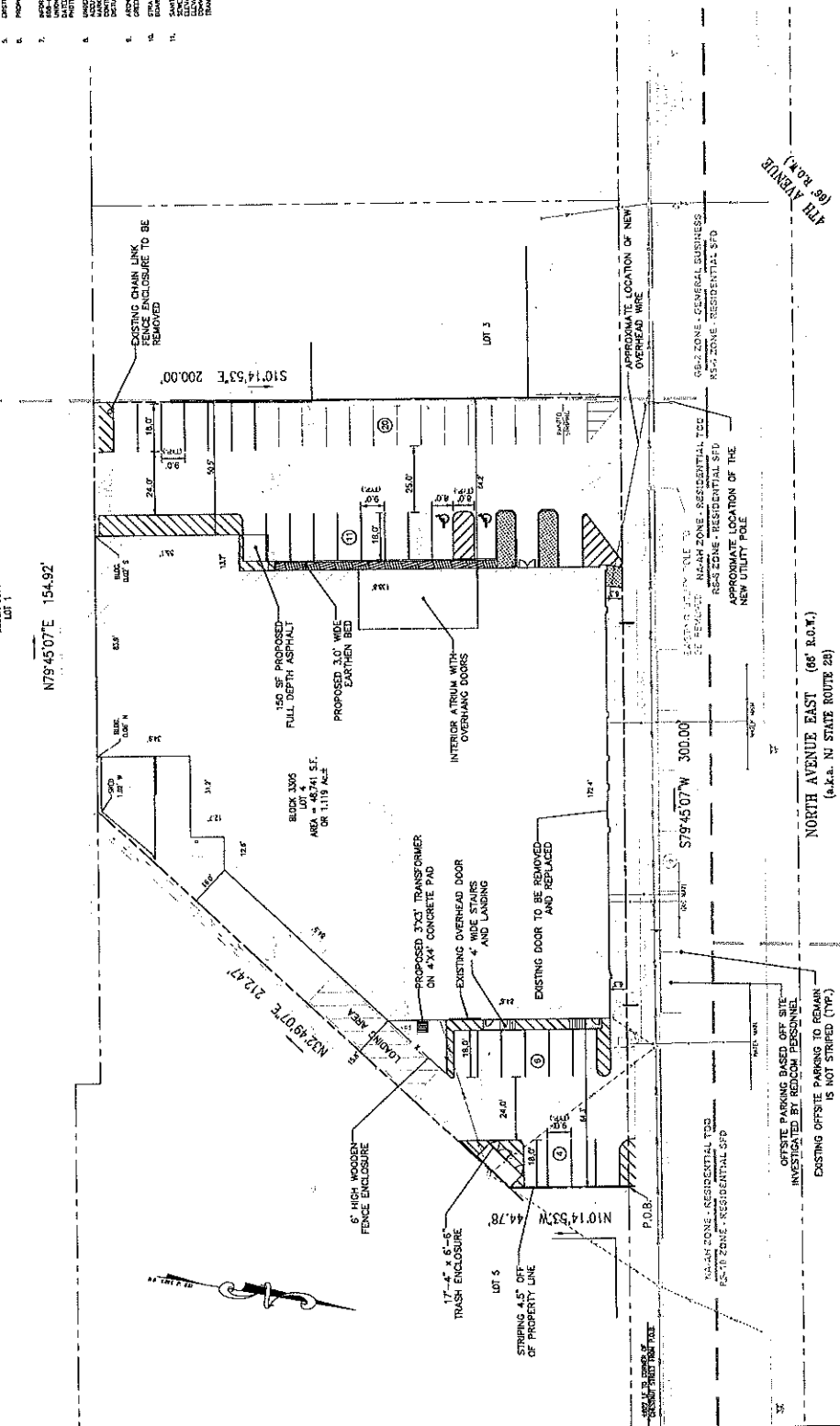
COUNTY OF UNION :

BE IT REMEMBERED, that on this [REDACTED] day of [REDACTED], 2021, before me personally appeared **Gregory J. Redington** who being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the designated authorized signatory of **610 NORTH LLC**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary Public

EXHIBIT A

Concept Plans

[illegible][illegible]

GENERAL NOTES		N.T.S.
1. DIVERS/ADJUTANT	610 NORTH LEE RD WINTHROP, NC 27990	
2. LOCATION	BLOCK 3005, LOT 300-500 WEST OF LAWSON COUNTY, NC 27990 THE STATE STREET RD	
3. ADDRESS	1-119 JAMES (04/21 S.C.)	
4. ZONE	HANDLER REDEVELOPMENT PLAN	
5. DISTING. USE	WATERPROOF OFFICE	
6. PROPOSED USE	ARMED USE	

7. The use of a computer program to generate a list of names and addresses for a direct mail campaign.
8. The use of a computer program to generate a list of names and addresses for a direct mail campaign.
9. The use of a computer program to generate a list of names and addresses for a direct mail campaign.
10. The use of a computer program to generate a list of names and addresses for a direct mail campaign.
11. The use of a computer program to generate a list of names and addresses for a direct mail campaign.


GREGORY J. REDINGTON, P.E.
NEW JERSEY PROFESSIONAL ENGINEER L.C. NO. 27945

GREENE BUILDING

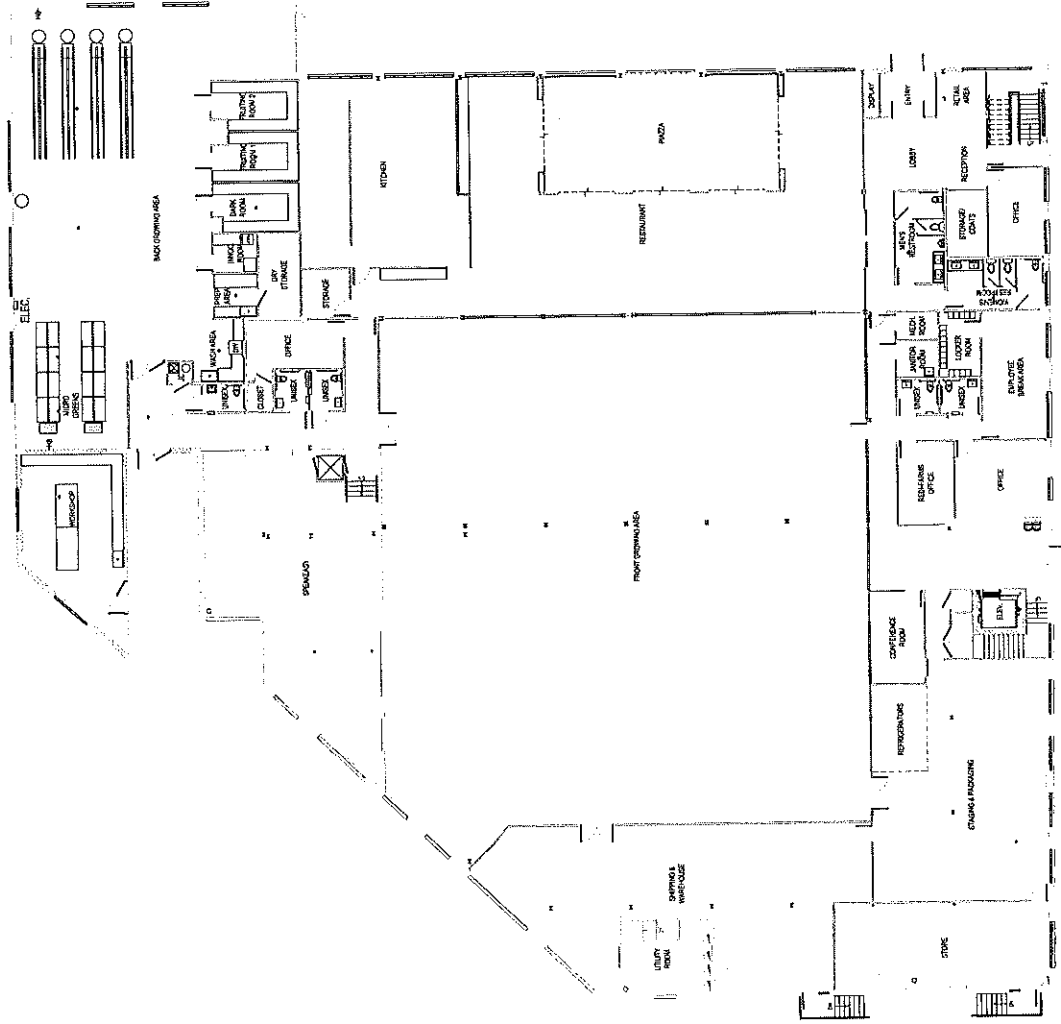
BLOCK 3326; LOT 4
TOWN OF WESTFIELD
UNION COUNTY, NEW JERSEY

CONCEPT SITE PLAN



610 NORTH, LLC. BUILDING USES		
Space Designation	Space Footage	% of Total
Back Growing Area	4,300 SF	23%
Front Growing Area	6,800 SF	40%
Farm Offices & Employee Areas	12,744 SF	65%
Farm Retail Store	702 SF	4%
Shipping & Packaging	1,470 SF	8%
Shipping & Warehouse	1,896 SF	10%
Warehouse/Storage	610 SF	3%
Restrooms, Kitchen & Offices	2,845 SF	15%
Specialty (Part of Restaurant)	-	-
Trucking, Marine, Classroom	2,771 SF	15%
Event Space & Support Areas	4,000 SF	21%
Total Space Footage	34,334 SF	100%

VERTICAL FARM USES		
Space Designation	Space Footage	% of Total
Back Growing Area	4,300 SF	23%
Front Growing Area	6,800 SF	40%
Farm Offices & Employee Areas	12,744 SF	65%
Farm Retail Store	702 SF	4%
Shipping & Packaging	1,470 SF	8%
Shipping & Warehouse	1,896 SF	10%
Warehouse/Storage	610 SF	3%
Total Vertical Farm Space Footage	34,334 SF	100%



REVISIONS
2021-09-18 DESIGN CONDITIONS

ROBERTO MARTINEZ, RA
NEW JERSEY REGISTERED ARCHITECT LIC. NO. 21A0000000

GREGORY J. REDINGTON, P.E.
NEW JERSEY PROFESSIONAL ENGINEER LIC. NO. 25542

THE GREENE
BUILDING
610 NORTH LLC.
808 - 802 NORTH AVE E
WESTFIELD, UNION COUNTY
NEW JERSEY, 07090

PROPOSED
GROUND FLOOR

REDCOM
DESIGN & CONSTRUCTION LLC
STATE OF NEW JERSEY CERTIFICATE OF AUTHORIZATION
24002769000 & 21A000094000

ARCHITECT: ROBERTO MARTINEZ, RA
DATE: 09-18-21
SCALE: AS NOTED

SK-27A

PROPOSED GROUND FLOOR PLAN

SCALE: 1/8" = 1'-0"

ROBERTO MARTINEZ RA
NEW JERSEY REGISTERED ARCHITECT LIC. NO. 2400197200

GREGORY J. REDINGTON, P.E.
NEW JERSEY PROFESSIONAL ENGINEER LIC. NO. 37943

THE GREENE
BUILDING
610 NORTH LLC.
508 S. 812 NORTH AVE E.
WESTFIELD UNION COUNTY
NEW JERSEY, 07090

PROPOSED
SECOND FLOOR

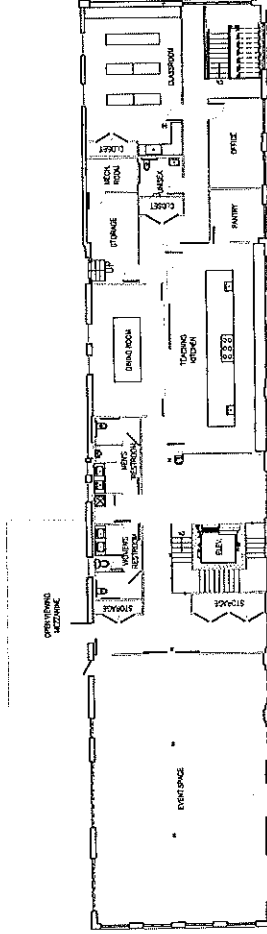


STATE OF NEW JERSEY CERTIFICATE OF AUTHORIZATION
2400197200 & 37943

NEW JERSEY ARCHITECT
NEW JERSEY ENGINEER
DATE: 08-18-22
SCALE: AS NOTED

SK-27B

WWW.REDCOMLLC.COM



1 PROPOSED SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

ROBERTO MARTINEZ, P.E.
NEW JERSEY REGISTERED ARCHITECT LIC. NO. 214040700

GREGORY J. REDINGTON, P.E.
NEW JERSEY PROFESSIONAL ENGINEER LIC. NO. 37543

THE GREENE
BUILDING
610 NORTH LLC.
808 - 512 NORTH AVE. E.
WESTFIELD, UNION COUNTY
NEW JERSEY, 07090

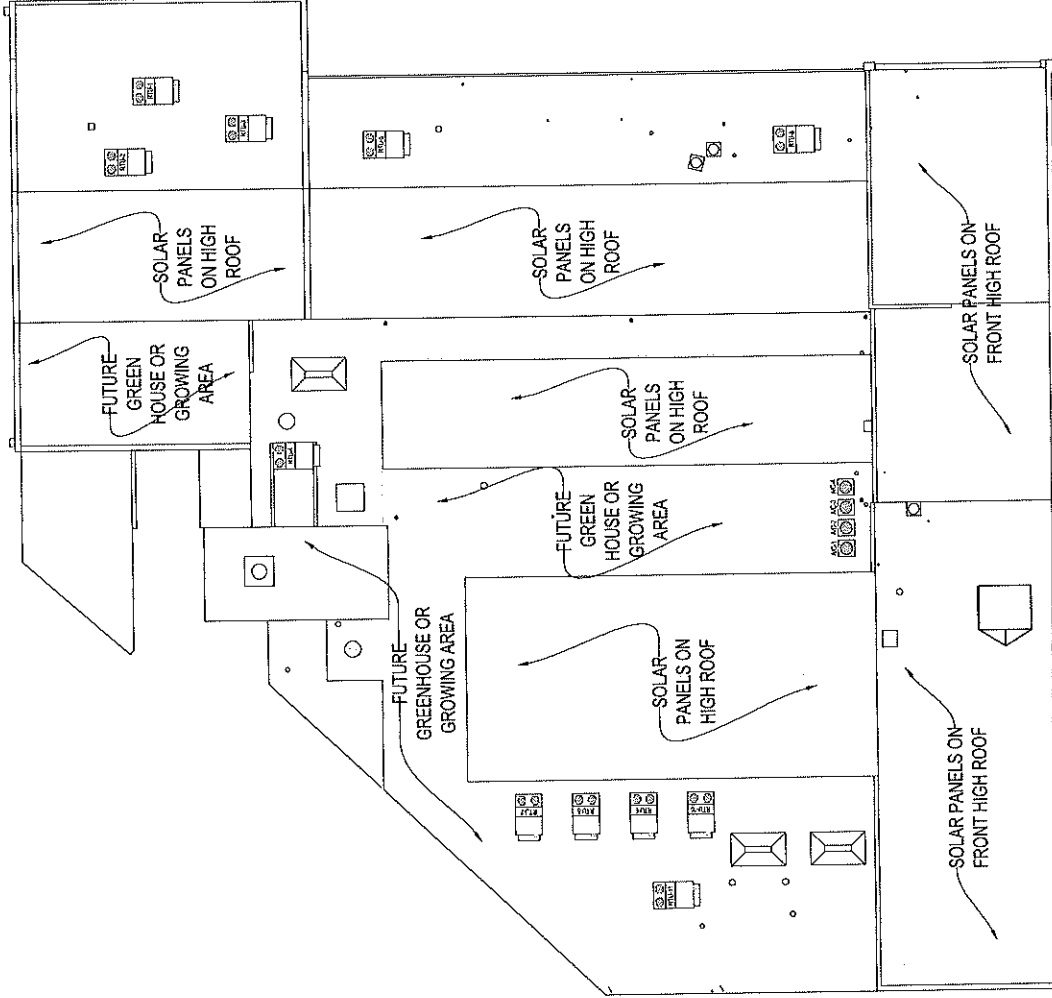
PROPOSED
ROOF TOP USES



DATE: 08-14-21
SCALE: AS NOTED
DRAWN: ME
CHECKED: DR
PROJECT NO.: 21403084500
F: 908.333.3337

SK-27C

WWW.REDCOMLLC.COM



1 PROPOSED ROOF TOP USES PLAN

SCALE: 1/8"=1'-0"

EXHIBIT B

Construction Schedule

ID	Task Name	Start	Finish	Duration	Predecessors	Successors	Qtr 3, 2021 Jul Aug Sep	Qtr 4, 2021 Oct Nov Dec	Qtr 1, 2022 Jan Feb Mar	Qtr 2, 2022 Apr May Jun	Qtr 3, 2022 Jul Aug Sep	Qtr 4, 2022 Oct Nov Dec
0	Project Redevelopment Schedule	Tue 7/13/21	Tue 2/14/23	416 days								
1	1 Project Milestones	Tue 7/13/21	Tue 2/14/23	416 days								
2	1.1 Issued Permit #21-1086 for Interior Demolition	Tue 7/13/21	Wed 7/14/21	2 days								
3	1.2 Interior Demolition	Tue 8/3/21	Mon 11/1/21	65 days								
4	1.3 Construction Drawings for Phase 1	Fri 9/10/21	Tue 10/5/21	18 days		5, 10						
5	1.4 Building Permit Application for Phase 1 Construction	Wed 10/6/21	Tue 10/26/21	15 days	4	6						
6	1.5 Phase 1 Construction (Rear Warehouse Area)	Wed 10/27/21	Tue 3/1/22	90 days	5							
7	1.6 Redevelop Approval Process	Tue 9/14/21	Mon 1/3/22	80 days		8						
8	1.7 Application to Planning Board Under New Redevelopment Plan	Wed 1/5/22	Thu 1/6/22	2 days	7	9						
9	1.8 Site Plan Approval and Resolution Compliance for New Use as Redi-Farms	Fri 1/7/22	Fri 3/4/22	41 days	8							
10	1.9 Construction Drawings for Phase 2	Wed 10/6/21	Mon 1/3/22	64 days	4							
11	1.10 Building Permit Application for Phase 2 Front Section (Office, Manufacturing, and Warehouses)	Wed 1/5/22	Tue 1/25/22	15 days		12						
12	1.11 Phase 2 Construction	Fri 3/25/22	Fri 10/14/22	146 days	11	14						
13	1.12 Building Permit Application for newly approved uses	Sat 3/5/22	Mon 3/21/22	12 days								
14	1.13 Phase 2 Substantial Completion (TCO)	Tue 11/1/22	Tue 11/8/22	6 days	12	15						
15	1.14 Ribbon Cutting	Tue 2/14/23	Tue 2/14/23	1 day	14							

EXHIBIT C

Form of Declaration of Covenants and Restrictions

Record and Return to:

Steven G. Mlenak, Esq.
Greenbaum, Rowe, Smith & Davis LLP
75 Livingston Avenue, Suite 301
Roseland, New Jersey 07068

DECLARATION OF COVENANTS AND RESTRICTIONS

Block 3305, Lot 4

Town of Westfield, County of Union

This Declaration of Covenants and Restrictions ("**Declaration**") is made this [REDACTED] day of [REDACTED], 2021 by **610 NORTH LLC**, with offices at 433 North Avenue East, P.O. Box 160, Westfield, New Jersey 07090 (together with its permitted successors or assigns, "**Redeveloper**").

RECITALS

A. The Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the "**Redevelopment Law**"), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as being in need of redevelopment.

B. Pursuant to the Redevelopment Law, on October 13, 2020, the Mayor and Council of the Town (the "**Governing Body**") adopted Resolution Number 225-2020, declaring that the entirety of the Town met the statutory criteria for designation as an area in need of rehabilitation and designating all parcels within the Town as an area in need of rehabilitation (the "**Rehabilitation Area**").

C. Included within the Rehabilitation Area is Block 3305, Lot 4, as shown on the official tax maps of the Town, known commonly as 608-612 North Avenue East (the "**Project Area**").

D. The Town retained the professional planning services of Topology which has prepared a redevelopment plan for the Project Area dated June 24, 2021, entitled the "*Handler Redevelopment Plan*," a copy of which is on file with the Town Clerk (the "**Redevelopment Plan**").

E. On July 13, 2021, following a review of consistency by the Town's Planning Board ("**Planning Board**"), the Governing Body adopted General Ordinance No. 2219, approving and adopting the Redevelopment Plan for the Project Area.

F. Redeveloper is the owner of the property comprising the Project Area.

G. Redeveloper proposes to remediate, develop, finance, construct, implement, and cohesively redevelop the Project Area into an indoor vertical farm with a variety of accessory and ancillary uses, including a restaurant, a teaching kitchen, catering and special-purpose space, educational space and retail sales (the “**Project**”).

H. The Town has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, and all other Applicable Laws (as such term is hereinafter defined), ordinances and regulations.

I. In order to effectuate the Redevelopment Plan, the Project, and the redevelopment of the Project Area, the Town has determined to enter into this Redevelopment Agreement with the Redeveloper, which Redevelopment Agreement designates Redeveloper as the “redeveloper” of the Project Area as the term “redeveloper” is defined in the Redevelopment Law, and specifies the respective rights and responsibilities of the Town and the Redeveloper with respect to the Project.

J. *N.J.S.A. 40A:12A-9(a)* of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that “. . . the owner shall construct only the uses established in the current redevelopment plan . . .”.

K. The Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as a perpetual covenant by the Redeveloper and its successor or assigns not to unlawfully discriminate upon the basis of age, race color creed, religion, ancestry, national origin, sex or familial status in the sale, lease, rental, use or occupancy of the Redevelopment Area or any building or structures erected thereon.

L. The Redevelopment Agreement also provides that the Project Area, the Redevelopment Agreement, and Redeveloper’s interest therein shall not be transferable, subject to certain conditions, prior to the issuance of a Certificate of Completion and further provides certain remedies to the Town for violations of the covenants and defaults under the Redevelopment Agreement.

M. The Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Covenants and Restrictions and said declaration be recorded in the Union County Clerk’s Office.

NOW THEREFORE, in consideration of the foregoing and in compliance with the requirements of the Redevelopment Agreement, Redeveloper, as owner of the Project Area, hereby declares as follows:

1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

2. Redeveloper covenants and agrees that:

(a) Redeveloper shall develop, finance, construct, operate and maintain the Project on the Project Area in accordance with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in the Redevelopment Agreement.

(b) Redeveloper shall not make a Transfer without the written consent of the Town, which shall not be unreasonably withheld, conditioned, or delayed, except with respect to a Permitted Transfer.

(c) Redeveloper shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Area is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Redeveloper and their successors and assigns shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(d) Redeveloper shall, upon Completion of Construction, obtain all Certificates of Occupancy required authorizing the occupancy and uses of the Project Area for the purposes contemplated in the Redevelopment Agreement.

(e) Redeveloper shall cause the Project to be developed, financed, constructed, operated, and maintained at its sole cost and expense.

(f) Redeveloper shall not encumber, hypothecate, or otherwise use the Project Area, or any part thereof as collateral for any transaction unrelated to the Project.

(g) Redeveloper shall promptly pay the Town Costs and all taxes, service charges or similar obligations when owed to the Town with respect to the Project Area.

3. It is intended and agreed that the covenants and restrictions set forth in Section 2 shall be covenants running with the land. All covenants in Section 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Town and its successors and assigns, and any successor in interest to the Project Area, or any part thereof, against the Redeveloper, their successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project Area or any part thereof. The agreements and covenants set forth in Section 2 shall cease and terminate as to the Project automatically and without further action upon the issuance of a Certificate of Completion except for those covenants which survive in accordance with the terms of the Declaration. Upon the request of Redeveloper or any successor owner at any time after the issuance of a Certificate of Completion

for the Project, the Town shall execute and deliver a discharge of the Declaration of Covenants and Restrictions in recordable form for the Project. Notwithstanding the foregoing, the agreements and covenants set forth in this Declaration shall cease and terminate upon the issuance of a Certificate of Completion for the Project, provided however, that the covenant set forth in Section 2(c) of this Declaration shall remain in effect without limitation as to time.

4. In amplification, and not in restriction of the provisions of Section 3, it is intended and agreed that the Town and its successors and assigns shall be deemed beneficiaries of the restrictions and covenants set forth in Section 2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Town for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Town has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

IN WITNESS WHEREOF, the Redeveloper has executed this Declaration effective as of the date first above written.

~Signature Page to Follow~

Witness:

610 NORTH LLC

By: _____

Name:

Name:

Title:

Title:

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

: ss

COUNTY OF UNION :

BE IT REMEMBERED, that on this [REDACTED] day of [REDACTED], 2021, before me personally appeared [REDACTED], who being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the designated authorized signatory of **610 North LLC**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary Public

EXHIBIT D

Existing Members

Gregory Redington

Address: 120 North Chestnut St. Westfield NJ 07090

Email: gregr@redifarms.com

Phone: 732-522-1134

Michele Modestino

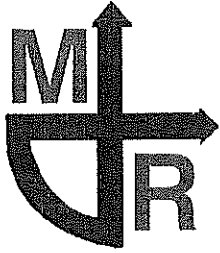
Address: 120 North Chestnut St. Westfield NJ 07090

Email: michelem@redifarms.com

Phone: 732-522-7238

EXHIBIT E

Parking Plan



McDonough & Rea Associates, Inc.

Traffic and Transportation Consulting

Kevin P. McDonough (1953-1994)

John H. Rea, P.E.

Jay S. Troutman, Jr., P.E.

Jonathan P. Szap, P.E.

Scott T. Kennel

November 29, 2021

Gregory Redington, PE, PP
Redcom Design & Construction, LLC
433 North Avenue East
Westfield, NJ 07090

Re: Traffic & Parking Analysis
Handler Building Redevelopment Plan for Proposed Redi-Farms Use
608-612 North Avenue East
Block 3305, Lot 4
Town of Westfield, Union County, NJ
MRA File No. 21-207

Dear Mr. Redington:

McDonough & Rea Associates (MRA) has prepared this *Traffic and Parking Analysis* pursuant to a proposed redevelopment plan to allow a use known as Redi-Farms, which is an indoor vertical farm and associated restaurant, classroom, event space and retail uses on the noted property. The proposed uses will occupy the existing Handler building that contains a 28,465 SF on the first floor plus a 5,969 SF mezzanine area. The subject property is located along the eastbound side of North Avenue and has two driveways along North Avenue (one on each side of the existing building) that lead to paved parking areas that will provide 41 off-street parking spaces to serve the proposed uses. There are another 6 on-street parking spaces along the North Avenue site frontage, directly in front of the building. The approximate location of the subject property is shown in Figure 1, Site Location Map (attached).

EXISTING TRAFFIC CONDITIONS & SITE ACCESS

The subject property has existing two-way driveway access along North Avenue to parking areas on both sides of the existing building (two existing driveways). North Avenue is designated as Route NJ 28 and is a two-lane east/west arterial roadway with a single travel lane and parking lane in each direction and a posted speed limit of 35 miles per hour in the vicinity of the site. North Avenue provides access to NJ Transit bus service. In addition, the subject property is approximately 0.7 miles from the Westfield NJ Transit rail station and approximately 0.5 miles from the Garwood NJ Transit rail station.

Please reply to:

- ☐ 1431 Lakewood Road, Suite C, Manasquan, NJ 08736 • (732) 528-7076 • Fax (732) 528-6673
- ☒ 105 Elm Street, Lower Level, Westfield, NJ 07090 • (908) 789-7180 • Fax (908) 789-7181



McDonough & Rea Associates, Inc.

Traffic and Transportation Consulting

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Gregory Redington, PE, PP

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November 29, 2021

PROPOSED OPERATION OF REDI-FARMS USE

Redi-Farms is a proposed indoor vertical hydroponic farming concept that would produce fresh food for retail sale and use in proposed on-site restaurant facilities. Other related uses on the site would include a teaching kitchen that would serve an educational function and an area for private functions. The following is a summary of the various uses proposed within the building:

- Indoor vertical farm with 702 SF sales area
- Restaurant space with 90 seats
- Event space with 80 seats
- Teaching kitchen with 12 seats

TRAFFIC IMPACT OF PROPOSED REDEVELOPMENT

In general, a redevelopment project will not typically generate a significant traffic impact since there is already existing traffic generated by the site that is replaced by the traffic from the redevelopment project. In the case of this site, there's 28,465 SF of first floor manufacturing space with the capacity for up to 50 employees plus 5,969 SF of office and private function space in the mezzanine. The proposed re-use of the mezzanine space can be expected to have a similar traffic and parking impact as the prior use of the space, which included offices and multi-purpose private function space. Weekday daytime traffic generated by conversion of the first floor manufacturing space will be generated by employees, lunch customers at the restaurant space and store customers. All of this weekday daytime traffic can be expected to be similar to the traffic from the previous manufacturing use, when it was operating at full capacity.

On weekday evenings, restaurant traffic and parking demand will increase but there will not be any office, farm or store staff during these times. The evening traffic and parking demand will occur as commuter traffic demand along the adjacent roadways is winding down. The peak times for the restaurant and private functions at the site will be Saturday evenings, after the peak times of existing Saturday peak retail traffic that occurs along North Avenue in the afternoon. The traffic activity generated by class field trips, classes in the teaching kitchen and private functions will be dictated by scheduling and will not be regular daily occurrences.



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Gregory Redington, PE, PP

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November 29, 2021

Based on the Institute of Transportation Engineers (ITE) publication "Transportation Impact Analysis for Site Development", "it is suggested that a transportation impact study be conducted whenever a proposed development will generate 100 or more added (new) trips during the adjacent roadways' peak hour or the development's peak hour." It is our finding that this level of traffic impact will not occur for this redevelopment project and that the daytime traffic impact will be similar to the prior manufacturing use with added traffic impact in the evenings when existing traffic levels are down.

PARKING ANALYSIS

The site parking demand will be accommodated through a combination of shared site parking and off-site valet parking. A valet parking service will be used on evenings and weekends if all uses are operating at maximum capacity. There are 48 off-site parking spaces available within 0.3 miles (1 minute drive) for a valet parking service at the Redcom building (433 North Avenue East).

During the daytime on weekdays, the 47 site parking spaces will be capable of accommodating parking demand from the farm store, teaching kitchen, restaurant and limited operation of the event space. On weekday evenings, the 47 site parking spaces can accommodate the restaurant demand and valet parking will be required to accommodate the event space and teaching kitchen.

On weekends during the daytime, the farm store, restaurant and teaching kitchen parking demand can all be accommodated by the site parking spaces while daytime use of the event space will require valet parking. On weekend evenings, the restaurant parking demand can be accommodated by the site parking spaces and valet parking would be required for use of the event space and teaching kitchen.

Table 1 (on the following page) shows the parking analysis for the differing parking demand that will occur on weekdays and weekends. The weekday daytime restaurant parking demand is based on data published by the Institute of Transportation Engineers (ITE) which shows that a restaurant only needs 56% of their parking supply on weekdays during the daytime (see attached ITE data). The event space will be limited to 35% (28 seats) of capacity during the weekday daytime and the restaurant will be limited to 67% (60 seats) of capacity during the daytime on weekends.



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Gregory Redington, PE, PP

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November 29, 2021

Table 1 – Parking Analysis Summary

Use	Maximum Parking Spaces	WEEKDAY				WEEKEND			
		Daytime		Evening		Daytime		Evening	
		% of Max.	Spaces Needed	% of Max.	Spaces Needed	% of Max.	Spaces Needed	% of Max.	Spaces Needed
#1	2	100%	2	0%	0	100%	2	0%	0
#2	45	56%	25	100%	45	67%	30	100%	45
#3	40	35%	14	100%	40*	100%	40*	100%	40*
#4	6	100%	6	100%	6*	100%	6	100%	6*
Total	93		47		91		78		91

*Requires valet service, if open

Uses:

1. Farm Sales Area
2. Restaurant
3. Special Purpose Room (Event Space)
4. Teaching Kitchen

CONCLUSIONS

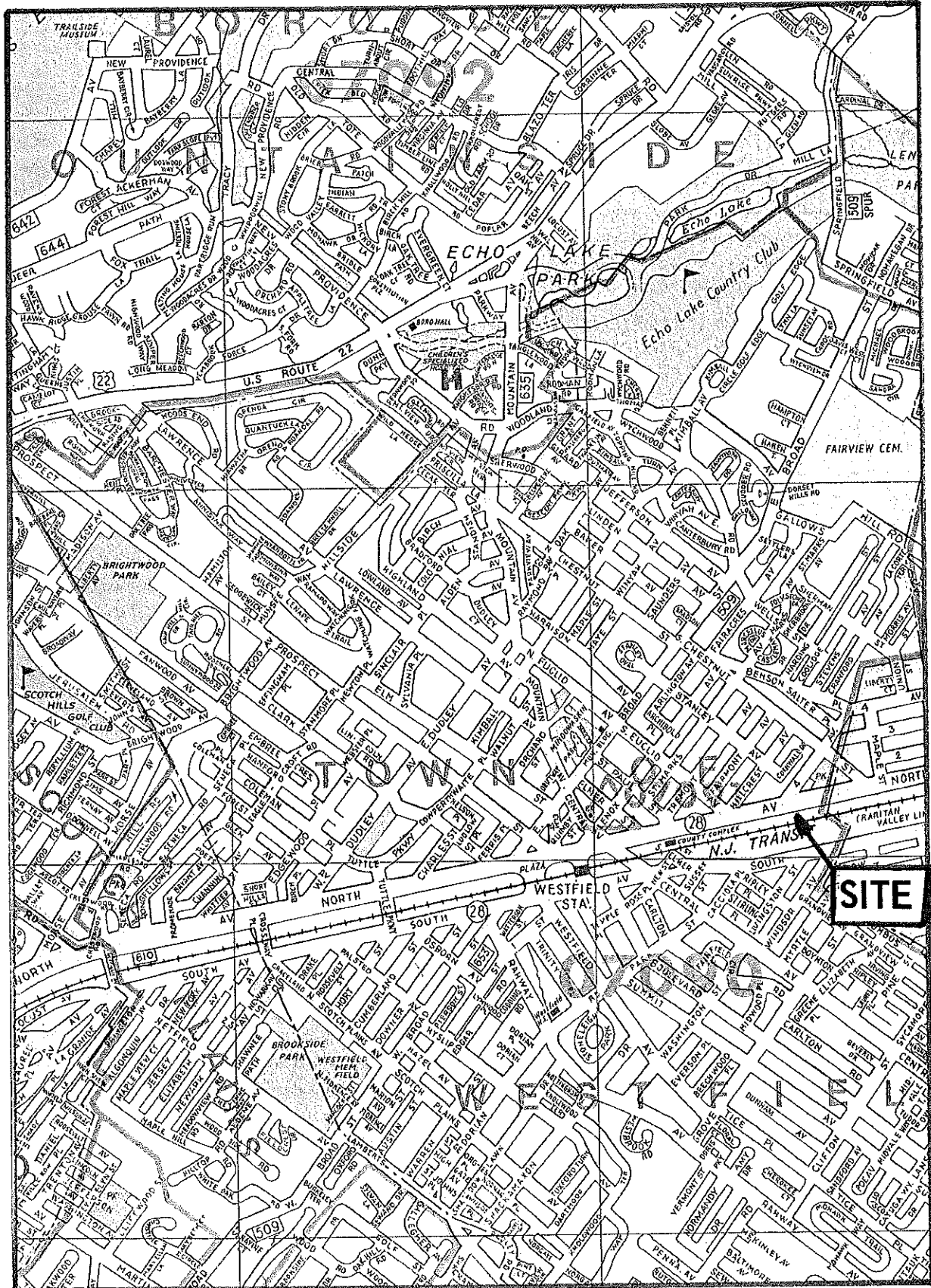
The overall traffic impact of redeveloping the existing Handler building (which can accommodate up to 50 employees plus mezzanine office and private function space under existing conditions) for the proposed Redi-Farms use will not have a significant traffic impact to the adjacent roadway network. The functions proposed for the Redi-Farms use will not significantly change the traffic patterns that could be generated by the existing building uses. Traffic and parking demand generated by Redi-Farms employees can be reduced through utilization of mass transit opportunities that are convenient to this site. In addition, parking demand generated during times of peak usage can be managed through a combination of shared parking, adjacent on-street parking and off-site valet parking.

Very truly yours,

Jay S. Troutman, Jr., PE
Principal

Attachments

Figure 1 – Site Location Map



Land Use: 931 Quality Restaurant

Description

This land use consists of high quality, full-service eating establishments with a typical duration of stay of at least one hour. They are also commonly referred to as fine dining. Quality restaurants generally do not serve breakfast; some do not serve lunch; all serve dinner. This type of restaurant often requests and sometimes requires a reservation and is generally not part of a chain. A patron commonly waits to be seated, is served by wait staff, orders from a menu and pays after the meal. Some of the study sites have lounge or bar facilities (serving alcoholic beverages), but they are ancillary to the restaurant. Fast casual restaurant (Land Use 930) and high-turnover (sit-down) restaurant (Land Use 932) are related uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a Monday-through-Thursday weekday (one study site) and a Friday (one study site) in a general urban/suburban setting.

Hour Beginning	Percent of Peak Parking Demand	
	Weekday	Friday
12:00–4:00 a.m.	—	—
5:00 a.m.	—	—
6:00 a.m.	—	—
7:00 a.m.	—	—
8:00 a.m.	—	—
9:00 a.m.	—	—
10:00 a.m.	—	—
11:00 a.m.	20	11
12:00 p.m.	51	37
1:00 p.m.	56	54
2:00 p.m.	40	29
3:00 p.m.	27	22
4:00 p.m.	27	14
5:00 p.m.	39	18
6:00 p.m.	71	42
7:00 p.m.	100	91
8:00 p.m.	97	100
9:00 p.m.	—	—
10:00 p.m.	—	—
11:00 p.m.	—	—

Table

November 11, 2021

Steven Mlenak
Greenbaum, Rowe, Smith & Davis LLP
75 Livingston Avenue, Suite 301
Roseland, NJ 07068

Re: Handler Redevelopment Package- Parking requirements
608-612 North Avenue East
Westfield, NJ 07090

PARKING REQUIREMENTS

Vehicular parking shall be required in accordance with the table below:

DESCRIPTION	PARKING REQUIREMENTS	PROPOSED AREA BREAKDOWN	CONFORMS
Indoor vertical farm	One space/400sq Sales area	702 SF/400 SF=1.76 =2 spaces	YES
Restaurant	1 space for 2 seats	90 seats/2 = 45 spaces	YES
Event Space	1 space for 2 seats	80 seats/2 = 40 spaces	YES
Teaching Kitchen	1 space for 2 seats	12 seats/2 =6 spaces	YES
Spaces Required	93 spaces	93 spaces	YES

PARKING LOCATIONS	EXISTING PARKING SPOTS	PROPOSED PARKING SPOTS
On-site**	30	41
Off-site (In front of building)	6	6
Off-site (Valet spaces) *	N/A	48
Total parking spaces:	36	95

* Valet spaces will be available at 433 North Ave East; all 48 parking spots are existing.

** On-site parking will only be increased by 37%.

Existing Parking: The number of on-site parking spaces existing at the time of adoption will not be reduced.

Compliance with Electric Vehicle regulations: Electric Charging stations will be provided in compliance with Article 24, Section 06 of the Town Land Use Ordinance and New Jersey State law S-3223. All requirements and zoning standards for installation of electric vehicle supply equipment will be upheld. All charging stations will be accessible to people with disabilities.

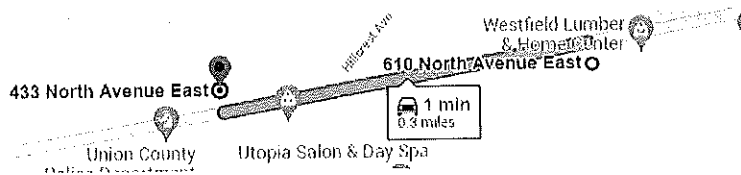
On-Street Parking: 6 legal on-street parking spots on the south side of North Avenue between the lot lines of the Property will satisfy the overall parking requirement. All necessary improvements will be constructed to ensure functionality of on-site spaces.

Off-site parking: This will be required when the event space and/or teaching kitchen is in use or when restaurant seating exceeds 90 seats. Off-site parking may be used to satisfy parking requirements and will adhere to the following conditions:

- Off-site parking shall be located within 2,000' of the Property at 433 North Avenue East Westfield

NJ, 07090.

- 48 valet parking spots will be offered.
- Off-site parking shall be available from 5:00 pm –10:00 pm Monday- Friday and 9:00am – 10:00pm Saturday & Sunday.
- Image shown below illustrates only .3miles (1,584 feet) between valet lot on 433 North Ave East and 608-612 North Avenue East (project location).



- Pedestrians will be allowed clear access to and from project location via town sidewalks/roadways.
- Image above shows valet lot location.

Shared Parking: The 41-space on-site parking lot and 6 on-street spaces directly in front of the building at 610 North Avenue East will provide parking for several different uses at different times of the day. During business hours the farm and store are active users. The restaurant and event space will also use this parking, but in diminished quantities during the day. Below chart documents the estimated parking spots needed for each use, and when valet service would be provided.

****MONDAY- FRIDAY**

	Daytime On-site only	VALET PROVIDED	Nighttime On-site & valet	VALET PROVIDED
Indoor Vertical Farm	2 parking spots	NO	N/A	NO
Teaching Kitchen	Full capacity will be available 6 parking spots	NO	Full capacity will be available 6 parking spots	YES
Restaurant	Will only offer up to 50-person capacity/seats. 25 parking spots	NO	Full capacity will be available 45 parking spots	NO
Event Space	Will only offer up to a 28-person capacity/seats. 14 parking spots	NO	Full capacity will be available 40 parking spots*	YES
Total spots used:	47 parking spots		91 parking spots	
Total spots available	47 parking spots		95 parking spots	

*On evenings when event space is vacant with no bookings, seating in the restaurant may exceed 90 seats. In this situation the 40 valet parking spots allocated to the event space will be used for the Restaurant instead.

** Chart represents parking plan when Restaurant, Event Space and Teaching kitchen are at capacity.

****SATURDAY – SUNDAY**

	Daytime On-site only	VALET PROVIDED	Nighttime On-site & valet	VALET PROVIDED
Store/Vertical Farm	4 parking spots	NO	N/A	NO
Teaching Kitchen	Full capacity will be available 6 parking spots	NO	Full capacity will be available 6 parking spots	YES
Restaurant	Will only offer up to 60-person capacity/seats. 30 parking spots	NO	Full capacity will be available 45 parking spots	NO
Event Space	Full capacity will be available 40 parking spots*	YES	Full capacity will be available 40 parking spots*	YES
Total spots used:	95 parking spots		91 parking spots	
Total spots available	95 parking spots		95 parking spots	

*On evenings when event space is vacant with no bookings, seating in the restaurant may exceed 90 seats. In this situation the 40 valet parking spots allocated to the event space will be used for the Restaurant instead.

** Chart represents parking plan when Restaurant, Event Space and Teaching kitchen are at capacity.

If there is a large special event scheduled during the Weekend that exceeds the parking availability, off-site valet parking will be provided. In the evenings the restaurant will be using the on-site and on-street parking. On evenings when the event space and/or teaching kitchen are in use, valet parking will be provided.

Front Yard Parking Prohibited: No parking will be permitted between the North Avenue façade of the building and the curblin adjacent to the building.

Loading Requirements: Because the overhead door is located on the east side parking right above an on-site passenger spot, loading will take place during off-store hours as to not create a conflict between potential customers/patrons and the truck. A semi-trailer will not be used or necessary for our loading requirements, so loading will be performed using a step-van type of vehicle.

Sincerely,
REDCOM Design & Construction LLC



Gregory J. Redington P.E & P.P.
President

EXHIBIT F

Redeveloper's Background and Experience

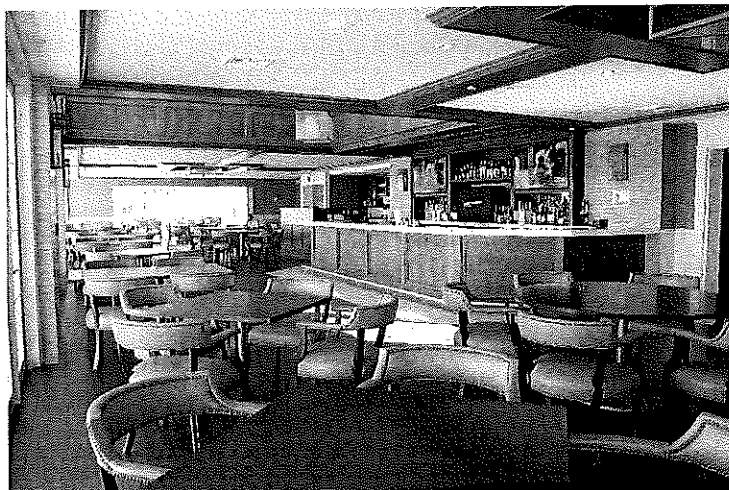
Renovation Projects

Echo Lake Country Club
REDCOM Office
Bridgewater Sports Arena
Audi of Eatontown
Church of the Little Flower
Gill St. Bernard's
Modway Furniture
Route 22 Toyota

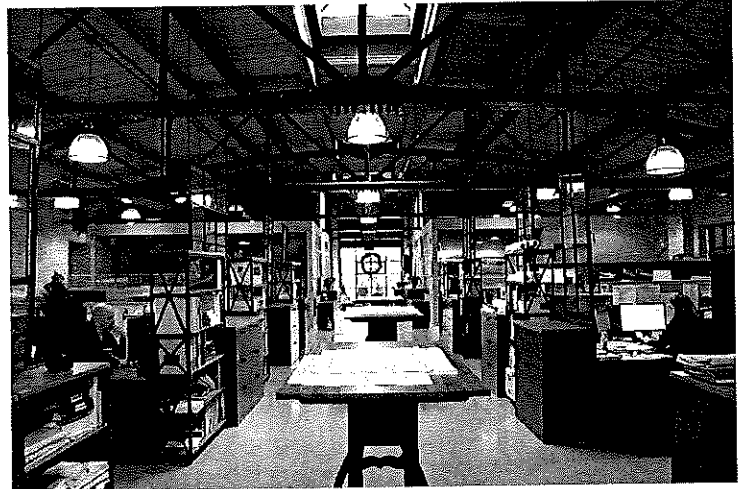
Westfield, NJ
Westfield, NJ
Bridgewater, NJ
Eatontown, NJ
Berkeley Heights, NJ
Gladstone, NJ
Dayton, NJ
Hillside, NJ

Echo Lake Country Club

Westfield, NJ
5,500 SF addition/renovation



REDCOM Office
Westfield, NJ
10,000 SF addition/renovation

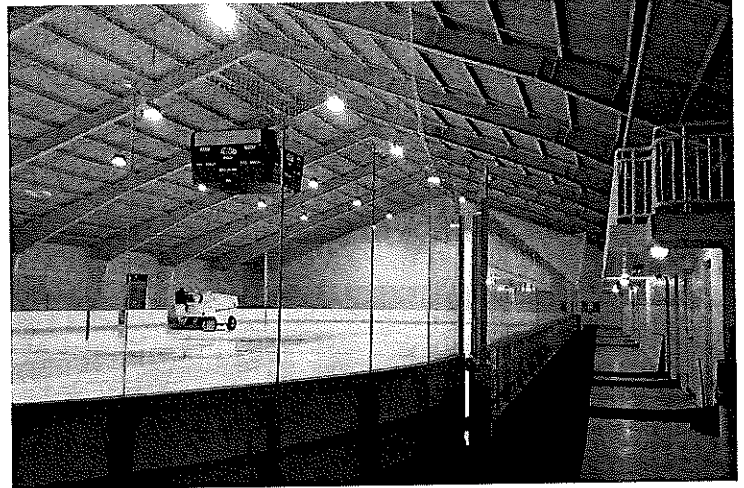


Audi of Eatontown
Eatontown, NJ
45,000 SF addition/renovation



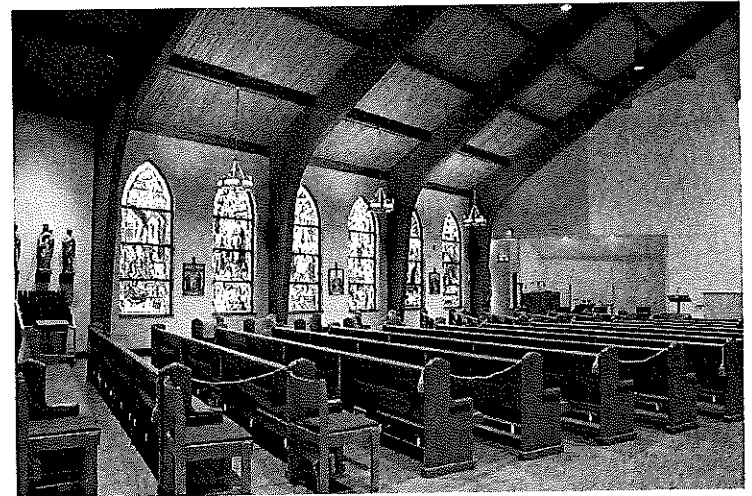
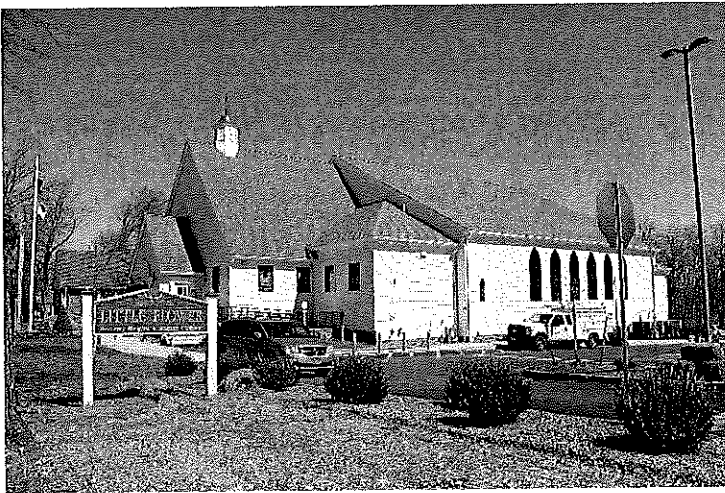
Bridgewater Sports Arena

Bridgewater, NJ
58,000 SF renovation

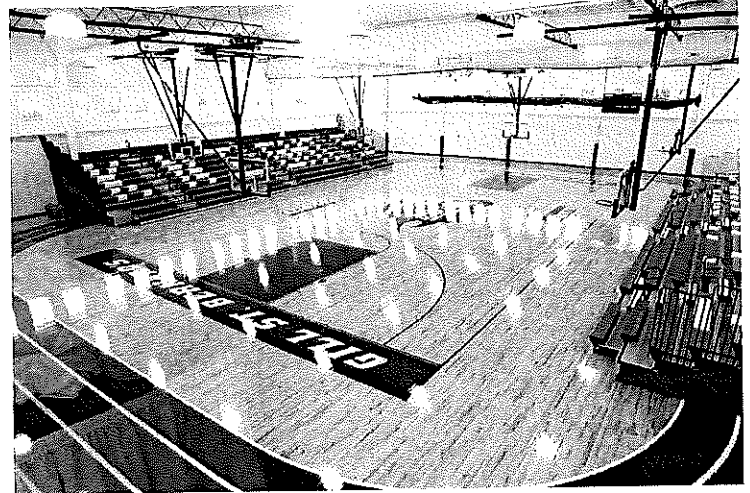
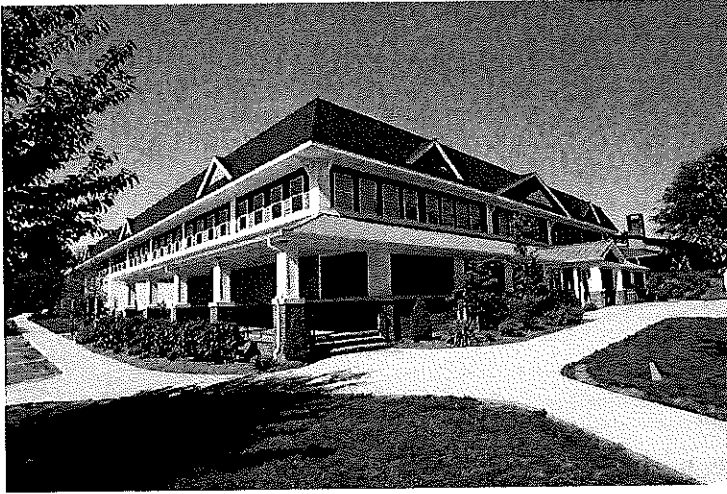


Church of the Little Flower

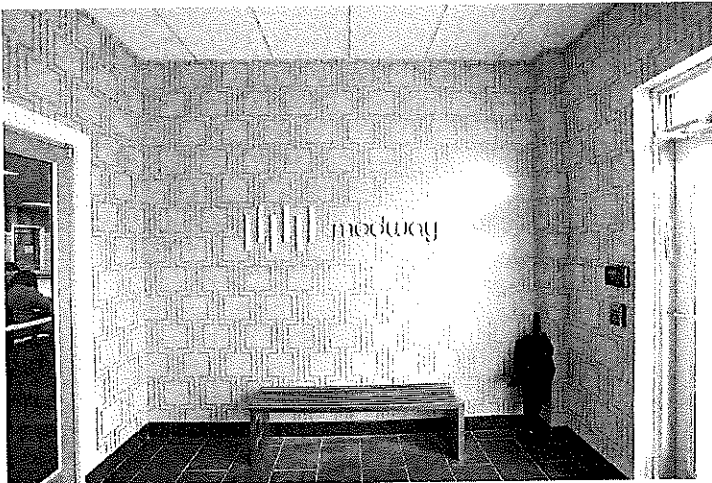
Berkely Heights, NJ
17,900 SF addition/renovation



Gill St. Bernard's
Gladstone, NJ
27,000 SF renovation



Modway Furniture
Dayton, NJ
6,200 SF renovation



Route 22 Toyota
Hillside, NJ
21,900 SF renovation



EXHIBIT G

Form of Certificate of Completion

Record and Return to:

Steven G. Mlenak, Esq.
Greenbaum, Rowe, Smith & Davis LLP
75 Livingston Avenue, Suite 301
Roseland, New Jersey 07068

CERTIFICATE OF COMPLETION

Dated: _____

Project: The Project (the "**Project**") as described in that certain Redevelopment Agreement by and between the Town of Westfield (the "**Town**") and 610 North LLC ("**Redeveloper**") dated _____ (the "**Redevelopment Agreement**")

Location: Block 3305, Lot 4, Town of Westfield, County of Union (the "**Property**")

Pursuant to Section 4.5(b) of the Redevelopment Agreement, the undersigned, an authorized representative of the Town, certifies as of the date hereof as follows (all undefined terms used herein shall have the same meaning ascribed to them in the Agreement):

- (i) the Project in its entirety has been completed, acquired and/or installed as of _____, in accordance with the Agreement, the Redevelopment Plan, the Planning Board Approvals, the Governmental Approvals and other Applicable Laws so that the Project in its entirety may, in all material respects, be used and operated under the applicable provisions of the Agreement;
- (ii) all permits, licenses and approvals that are required in order for Redeveloper to Complete the Project or such other work or action to which such term is applied are, to the extent so required, in full force and effect;
- (iii) the Project is being operated in accordance with the terms and provisions of the Agreement, the Redevelopment Plan, the Planning Board Approvals, the Governmental Approvals and Applicable Laws; and
- (iv) a copy of the Certificate of Occupancy issued with respect to the Project is attached hereto as Schedule A.

This Certificate of Completion for the Project constitutes the Town's conclusive determination that Redeveloper have fully satisfied the agreements and covenants in the Agreement, which agreements and covenants are hereby terminated and that the conditions determined to exist at the time the Project Area was determined to be an area in need of redevelopment are deemed to no longer exist. The land and improvements constituting the Project Area are no longer subject to any covenant running with the land covered by this Certificate of

Completion, except as set forth below.

The recording of this Certificate of Completion shall terminate all covenants and restrictions set forth in a certain Declaration of Covenants and Restrictions, dated _____, 20__ and recorded on _____ in Book _____ Page _____ in the office of the Union County Clerk, except for those portions of the Declaration of Covenants and Restrictions that expressly survive termination thereof.

Except as set forth in the Agreement, this Certificate of Completion is given without prejudice to any rights of the Town or the Redeveloper against third parties which exist on the date hereof or which may subsequently come into being.

Attest:

TOWN OF WESTFIELD

Name:
Title:

By: _____
Mayor Shelley Brindle

STATE OF NEW JERSEY :

: ss

COUNTY OF UNION :

BE IT REMEMBERED, that on this [] day of [], 2021, before me personally appeared **Mayor Shelley Brindle** who being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the designated authorized signatory of the **TOWN OF WESTFIELD**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary Public

Exhibit H

List of Green Building Elements

§9.13 GREEN DEVELOPMENT CHECKLIST

All applications for preliminary and final major subdivision approval and preliminary and final major site plan approval shall complete and submit the following Green Development Checklist. Failure to do so will render the application incomplete. While completion of the checklist is mandatory, it is for information purposes only, and compliance with the items found herein will not become a condition of approval.

The checklist includes various green development design strategies that can be implemented as part of a residential or commercial development. The information provided in the checklist will guide and inform the dialogue between an applicant and the Town regarding possible options and opportunities to use resources more efficiently, promote smart economic development, improve the environment, and generally improve the quality of life in the Town.

The checklist is organized into three sections: first, it addresses the site within its regional and local context, looking at its physical location, development status, and availability of certain infrastructure; second, it addresses the impact of the proposed development on the site itself; and third, it addresses the structures on the site.

The applicant should provide examples of how they meet or address each of the items in the checklist.

	YES	No	COMMENTS
SECTION A. CONTEXT			
1. Is the site a redevelopment or brownfield site?	X	X	NOT OFFICIALLY BUT IT WILL BE RESTORED
2. Is the site served by public transit, or easily accessible on foot or by bicycle?	X		
3. Is there train service within ½ mile or bus service within ¼ mile?	X		
4. Are the roads within the development designed as "Complete Streets?" (which serve all users not only motorists) (Examples: sidewalks, enhanced crosswalks, traffic calming, bike lanes, transit shelters)		NA	
5. Does the development include historic preservation, or adaptive reuse of existing facilities?	X		We plan on restoring the building

	YES	No	COMMENTS
6. Does the site's location, scale or use support the historic context of surrounding historic properties?	X		
7. Does the development provide or enhance the following:			
a) A mix of land use types? Please list.	X		Manf, retail, education, restaurant
b) Housing diversity by type and income?		NA	
c) Civic & public spaces or have proximity to them? (Examples: open plazas, courtyards, public art)	X		We hope to include some of these elements into our final site plan
d) Recreation facilities and green space/parks (or have proximity to them) and is it part of an integrated network?	X		Public Park is across the street
e) Alternative parking designs such as reduced parking ratios, compact stalls, banked parking, shared parking, priority parking for low emission vehicles and provisions for bicycle storage and electric vehicle charging stations?	X		Many of the listed items will be part of our final site plan
f) Access to or partnerships with local farms or farmers' markets to promote local food production?	X		Yes, we are proposing a farming use for this property, and we will partner with others
g) Open space?		X	
h) Natural features such as rivers, streams, shorelines, wetlands, forests, or wildlife habitats?		X	
i) Pedestrian access to waterfronts?		X	
j) Regional stormwater management? (A regional stormwater management plan addresses stormwater-related water quality and water quantity impacts of new and existing land uses on a drainage area basis and is not limited to on-site stormwater management measures.)		X	No new impervious areas are proposed.

	YES	No	COMMENTS
SECTION B. SITE DEVELOPMENT			
1. Does the design provide for the following:			
a) Minimum site disturbance during construction? [SJ]	X		mostly interior renovations
b) Increased erosion and sedimentation control beyond county or municipal requirements?		X	
c) Low Impact Design features such as:			
▪ Bio-swales		X	
▪ Rain gardens		X	
▪ Green Roofs		X	
▪ Pervious pavements		x	
▪ Green Walls (Also known as vertical gardens, they are designed and engineered for maximum biofiltration of indoor air, thermal regulation and aesthetics.)	x		Vertical indoor farming is one of the uses we are seeking
▪ Trees (beyond that required by the ordinance)		X	
▪ Indigenous plant species (non-invasive species, low maintenance landscaping)	X		
▪ Onsite management of vegetative waste	X		
d) Regenerative Design?			
▪ Does the site design conserve habitat, wetlands or water bodies?		X	
▪ Does the site design include restoration of habitat, wetlands or water bodies?		X	
▪ Does the project include long-term conservation management of habitat, wetlands or water bodies?		X	
2. Does the site minimize heat island effects through reduced paving, enhanced landscaping, green roofs, or other methods?		X	
3. Does the site provide alternatives to single occupancy vehicles such as van spaces, bike storage and changing facilities, and alternative energy vehicle parking and charging facilities?	X		

	YES	No	COMMENTS
4. Does the site include light pollution reduction techniques that help prevent misdirected or excessive light to reduce glare, light trespass, and sky-glow?		X	
5. Does the site include energy efficient site lighting and controls?	X		
6. Have steps been taken to limit disruption of natural hydrology by reducing impervious cover or increasing on-site infiltration?		X	NA
7. On sites adjacent to waterways - have slopes and existing vegetation been stabilized and protected?		X	NA
8. Do the landscape and stormwater management specifications employ integrated pest management practices? (<i>IPM takes advantage of all appropriate pest management options including, but not limited to, the judicious use of pesticides.</i>)		X	NA

	YES	No	COMMENTS
SECTION C. GREEN BUILDING			
1. Does the building(s) meet any criteria for a Certified Green Building? <i>(A Green Building - also referred to as sustainable or high-performance building - is a collection of better design, construction, and operating practices that have the potential to reduce or eliminate the negative impacts of development</i>	X		

	YES	No	COMMENTS
on the environment and on human health. Green building programs and guidelines commonly address energy efficiency and carbon emissions reduction, water conservation, waste reduction, healthy and sustainably produced materials, indoor air quality, occupant productivity and health, and other components of green building. For more info visit: http://rcgb.rutgers.edu or https://new.usgbc.org/leed)	X		
2. Is the building oriented to maximize the benefits of daylighting and energy conservation and minimize any detrimental impacts on surrounding sites? (Example - Maximize southern building exposure for solar energy, orient building to minimize effects of cold winter winds and maximize cool summer breezes. Minimize shadows on open space and other buildings.)	X		existing skylights
3. Water Reduction			
a) Does the building provide a 20% or greater reduction beyond minimum water efficiency standards set by the EPA or local government whichever is greater? http://www.epa.gov/watersense		X	
b) Does the building employ water conservation features including low-flow fixtures, waterless urinals, or sensor-controlled faucets?		X	
c) Does the building capture and re-use rainwater, gray water or storm water?		X	
d) Is wastewater treated onsite and recharged to the ground?		X	

	YES	No	COMMENTS
4. Energy			
a) Does the building reduce energy usage through efficient heating and cooling, geothermal technology, enhanced daylighting, efficient lighting, occupant controls and an efficient building envelope?	X		
b) Does the project incorporate Energy Star-labeled building products?		X	
c) Does the building include onsite energy generation, e.g. solar or wind?		X	
d) What is the anticipated energy savings expected to be realized from any or all of the above?	X		10%
e) What are the anticipated carbon emission reductions	?		
5. Indoor Air Quality			
a) Does the building utilize natural ventilation and efficient use of outdoor air during heating and cooling periods?	X		
b) Are other measures such as reducing the quantity of VOCs from adhesives, sealants, paints, composite wood systems and carpet systems being used to improve indoor air quality?	X		plants to absorb CO2
6. Materials			
a) Is an existing building being reused? If so, to what extent - 100%, 75%, 50%?	X		95%
b) Are there waste management/recycling plans in place to divert construction, demolition and land clearing debris from landfill disposal?		X	
c) Are any building materials reused on or off-site?	X		

	YES	No	COMMENTS
d) Do new building materials contain recycled content? If so, to what extent (%)?	X		not sure
e) Are building materials extracted, processed or manufactured locally or within the region (within a 500 mile radius)?	X		